



SELECT BOARD CALENDAR 02/28/2023 | HYBRID MEETING

SELECT BOARD HEARING ROOM
6TH FLOOR, BBROOKLINE TOWN HALL

OR

- Bernard W. Greene – Chair
- John VanScoyoc – Vice Chair
- Miriam Aschkenasy
- Michael Sandman
- Charles Carey – Town Administrator

Please click this URL to Register & Find the Information to Join as an Attendee via your Confirmation Email:

https://brooklinema.zoomgov.com/webinar/register/WN_ZlhV4iXeSvuNFsQkoDTxig

To Join by Phone: 1 646 828 7666
Webinar ID: 160 188 3810

To Watch and Comment:
BrooklineInteractive.org/live

1. **ANNOUNCEMENTS/UPDATES**
6:00 PM Select Board to announce recent and/or upcoming Events of Community Interest.

2. **PUBLIC COMMENT**
Public Comment period for residents who requested to speak to the Board regarding Town issues not on the Calendar.
Up to fifteen minutes for public comment shall be scheduled each meeting. Persons wishing to speak may sign up in advance beginning on the Friday preceding the meeting or may sign up in person at the meeting. Speakers will be taken up in the order they sign up. Advance registration is available by calling the Select Board's office at 617-730-2202 or by e-mail at kmacgillivray@brooklinema.gov. The full Policy on Public Comment is available at <http://www.brooklinema.gov/376/Meeting-Policies>

3. **MISCELLANEOUS**
Approval of miscellaneous items, licenses, vouchers, and contracts.

- 3.A. Question of approving the meeting minutes:
February 14, 2023
February 21, 2023

- 3.B. Question of approving the authorization to hire request for a Store Keeper (LN6) in the Department of Public Works.

- 3.C. Question of approving Change Order #14 with CTA Construction, in the credit amount of (\$26,489.10) for the front door fix at Tappan Gym and for deletion of 1 year planting maintenance

- 3.D. Question of approving Change Order #9, with Lambrian Construction in the amount of 33,500.00 for added site, electrical and masonry work and deletion of entrance mat at BHS.**
- 3.E. Question of Change Order #23 with Gilbane Building Company in the credit amount of (\$267,975.00) for various scope additions and deletions to the Michael Driscoll School Project**
- 3.F. Question of accepting a rebate check from National Grid in the amount of \$87,500 for installation of heating pumps at the Baker School.**
- 3.G Question of accepting a check in the amount of \$52,000 from the Brookline Multiservice Senior Center Corporation to fund the Fitness Coordinator Position at the Brookline Senior Center**
- 3.H Question of seeking authorization to accept two donations to Recreation Departments Recreation Therapy Program.**
- Joe and Heather O'Neil - \$1000.00**
Emily Guo & and Mark Adams - \$75.00
- 3.I. Question of approving contract PW/22-19 "Murphy Playground Improvements" with R. Bates and Sons, Inc. of Sterling MA in the amount of \$1,222,811.00.**
- 3.J. Question of accepting an UASI Award/Mayor's Office of Emergency Management (OEM) in the amount of \$5,761.47 for Community Preparedness Initiatives, to be spent by May 2023**
- 3.K Question of accepting an UASI Award/Mayor's Office of Emergency Management (OEM) n in the amount of \$2,982.40 for Community Preparedness Initiatives, to be spent by May 2024.**

- 4. CALENDAR**
Review and potential vote on Calendar Items

- 5. TOWN MEETING MEMBER VACANCY**

Question of placing the position of Town Meeting Member from Precinct 7 for a term of 1 year to fill a vacancy on the ballot for the May 2, 2023 Annual Town Election.

- 6. FORM BASED ZONING OPTICOS CONTRACT**

Question of approving a contract with Opticos Design for form-based consulting services in the amount of \$277,200.

7. OPIOID SETTLEMENT UPDATE

Question of authorizing the Town to settle all opioid related litigation as recommended by the multi-district litigation and authorize the Town Administrator to sign any settlement agreements.

8. COMMUNITY PRESERVATION COMMITTEE UPDATE

Presentation on the status of the Community Preservation Committee's work from Chair Nancy Heller and Preservation Staff Tina McCarthy.

9. LIQUOR LICENSE VIOLATION HEARING

7:00 PM Public Hearing on whether the All Alcohol Common Victualler License held by Brookline Dining Group, LLC d/b/a Hamilton at 1366 Beacon Street, should be modified, suspended, revoked, canceled or not renewed for the 2024 annual licensing period for operating without an approved Manager or Alternate Manager in charge (2019 through 2023) in violation of Section A.18. of the Town of Brookline's Sale of Alcoholic Beverages Regulations ("Regulations").

10. ALTERNATE MANAGER

Question of approving the application of Alternate Manager Manus Johnston for Brookline Dining Group LLC d/b/a Hamilton at 1366 Beacon Street.

11. SELECT BOARD SPONSORED WARRANT ARTICLES

Discussion and possible vote on warrant articles to be sponsored by the Select Board for the 2023 Annual Town Meeting.

12. TOWN MEETING PROCESS DISCUSSION

Discussion on best practices for Town Meeting including the Select Board warrant article review process.

13. BOARDS AND COMMISSIONS - APPOINTMENTS

The following candidates for appointment/reappointment to Boards and Commissions:

Building Commission

Naming Committee

14. OTHER BUSINESS**Discussion and possible vote on proposed future agenda items for
Select Board debate at upcoming meetings.**

The Town of Brookline does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities. The Town of Brookline does not discriminate on the basis of disability in its hiring or employment practices. This notice is provided as required by Title II of the Americans with Disabilities Act (ADA) and by Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information may be sent to Sarah Kaplan, Community Relations Specialist and ADA / Section 504 Coordinator. Persons with disabilities who need either auxiliary aids and services for effective communication, written materials in alternative formats, or reasonable modifications in policies and procedures in order to access programs and activities of the Town of Brookline are invited to make their needs and preferences known to the ADA Coordinator. This notice is available in alternative formats from the ADA Coordinator.

3.A.

MINUTES

February 14, 2023 | 5:30 PM

Select Board/Advisory Committee Joint meeting

Via Zoom remote meeting

Attendees: Select Board members: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman
Advisory Committee members: Stephen Reeder, Harry Friedman, John Doggett, Dennis Doughty, Carolyn Thall, Lee Selwyn, Markus Penzel, Cliff Brown, Alok Somani, David M Goldstein, Joslin Murphy, David Pollak, Neil Gordon, Carlos Ridruejo, Linda Pehlke, Anita Johnson, Janice Kahn, Alisa Jonas, Benjamin Birnbaum, Donnell O'Neal, Katherine Florio, Pamela Lodish
School Department: Superintendent Guillory, Town Administrator Charles Carey

ANNOUNCEMENTS/UPDATES

The ARPA application submittal process has closed. There will be a meeting Friday at 2:00pm via zoom.

PUBLIC COMMENT

No speakers

CALENDAR

TOWN/SCHOOL OVERRIDE PRESENTATION

Presentation and preliminary discussion on the components of a potential Town and School operating override.

Town Administrator Charles Carey began the presentation on the Town's Override recommendations

Introductions on the process

The challenge

- Revenues less than expenditures not fully rebounded from the pandemic
- One-time funds put to good use but are one-time funds
- Inflation, increasing deferred maintain cost
- Inflation and collective bargaining
- Property tax limited by prop 2.5

Override Development

Estimated tax impact over a three-year period

Town \$4,995,000

School \$6,988,367

2023 tax light rate of 4.3%

Breakdown of expenditures of the Town's ask for \$4.995 million

Revitalizing the town – streetscape, fleet replacement, facilities maintenance

Municipal Resiliency

- Employment recruitment & retention

3.A.

In Select Board

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- Building dept reorganization
- Absorbing HCA (Host Community Agreement) funded positions

Enhanced Municipal services

- Rodent control
- Urban Forestry management program
- Increased planning capacity

Serving vulnerable Populations

- Age-friendly services/programs
- Language access
- Farmers market coupon program
- Community gatekeepers
- Welcome to Brookline program

Potential stand-alone ballot questions

1. Low-to moderate Recreation Scholarships \$1.3 million
2. Composting program \$400k

School Committee presentation

Superintendent of Schools, Dr. Guillory made a presentation

- Review of budget guidelines
- Budget process timelines
- Student populations
- Enrollment trends
- Staffing trends – decreased
- Budget grew 1.2%
- Loss one-time APRA/ESSER funds

Budget ask: \$131,864

Initial gap \$4.8m - after adjustments \$3.69m

Without override funding

- Staff reductions
- Increased class size and caseloads
- With override
- Remain one of the best districts in the commonwealth maintain highly skilled workforce

Budget gaps

FY24 (-3699,567) FY25 (-5,453,453) FY26 (-6,988,367)

Q&A

Question seeking materials from the school department and town.

Town Administrator (TA) Mr. Carey responded as soon as possible, waiting on the state aid numbers, will provide a good estimate in the meantime.

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Question on mid management salary analysis- who conducted it.

The Collins Center began the study and town staff (HR Director and Assistant Town Administrator) worked off of their data. The results will be available in the near future

Question on expenditures eligible for ARPA funding - TA Carey shared a spreadsheet on those expenditures

Rodent control- any data on the smart trap- yes, we reviewed it

Question on paid maternal leave – that information will be forthcoming

Question on prioritizing items in the budget. How did these items make the list?

TA: Received the message from the Select Board priorities and the community at large

Question on the estimated 4.3% tax increase does that include other debt being anticipated?

TA: This is additional on what is currently anticipated, i.e. the Pierce School

Question of when calculating and presenting teacher salaries, does that include the benefit costs?

TA: that is included in the town's calculations

Dr. Guillory - they will factor that in

Question seeking clarification of the Planning Department's allocation for additional positions, are those position funds in jeopardy?

TA: If there were no override and State aide is as expected there would likely be no planning department capacity in the form of consulting services, not staff budget.

Question seeking clarification on the proposed composting ballot question.

TA: considerations: incorporating the service into the town trash services, or provide a fee-based service. Could consider it for all residents

Question on long-term planning on rodent control, is an override required to fully fund this plan?

TA: An override would cover a portion of the program. There are ARPA funds available for additional trash receptacles

Question on the salary comparison study, why only mid-management positions included?

TA: Union employees have their positions reviewed and compared at the bargaining table, as the other categories do not.

Question seeking information on what the student/teacher ratio is.

Dr. Guillory that is not available for this presentation.

Question seeking clarification on the override questions, will there be 4 items. Town based budget and town added and schools-based budget and school added?

TA: Anticipate 4 questions on the budget related issues.

1. Base override Town/School
2. Pierce debt exclusion
3. \$1million question on recreation scholarships
4. \$1.85 or \$2.5 million question on composting

3.A.

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Question is it possible to come up with a number as to what contracts would have to be settled at for an override not to be required just to sustain existing operations?

TA: Right now, our collective bargaining reserves are at our operational capacity. Unfortunately, our contracts are not settled. We have made, you know we have we have made very reasonable efforts to settle contracts with both the police and fire unions, as well as some of the smaller unions. The town is in or going to arbitration with the public safety unions.

Dr. Guillory responded that teachers and administrators in the union are settled through FY26. Those costs have been accounted for.

Question seeking data on the salary gap, what are we doing to quantify the gap and close the gap for all employees? Is there any money in the override to close that gap?

TA: with collective bargaining often a confidential process, in these efforts we have made progress where we are competitive and where we are not. Brookline pays 83% of health care benefits, higher than most communities. Sometimes we do not have the resources as other communities making collective bargaining difficult. Could we put into an override the sort of sustaining above and beyond constant necessary to provide cost of living increases above and beyond what Prop 2.5 gives us. I don't think that's possible, I think at best we could come up with a recurring system of overrides, we have not historically done that.

Question concerns with the 4.3% tax levy as recent overrides have been due to school debt exclusions, the last override had very little for town services. Looking at \$5 million for the town and \$7 million for the schools, is it possible to bring the school number down to more of a 50/50 split? School enrollments are down 10% which requires review. Adding on the Pierce school, the whole picture of what all these asks are going to amount to should be provided in an effort to be successful.

Dr. Guillory responded the school enrollments are at 92% of the pre-pandemic numbers. 791 less students

Question on the proposed study how to increase the commercial tax base as our town gets denser especially with much needed housing, the commercial tax base seems to get smaller. How do we know when we are living beyond our means, acknowledging that the middle-income residents will suffer the most with these tax increases and move to somewhere else increasing the wealth gap?

TA: That is fundamentally a political question. What are the community's, priorities, and what will the market bear if the community's priority is a re-evaluation of what the current spending is, and what it's spent on the perhaps this override will fail and we will need to take a look at that, and we would understand that is the will of the community? I would say in response to your question, though we were guided because of that concern in developing this initial proposal by two key principals by the Select Board which is 1) identify other sources of funding, 2) figure out ways to live within the property tax means to the extent possible, which ARPA is a unique opportunity for us to do, but, it's only one time.

Question with only 18% of the community voting how do we get the message out and inform the voters. The street repair allocations can be seen as a hook to get the voters onboard.

TA: Need to consider is this really our top unfunded priority? When talking about budgets that big does the community want us to throw good money after bad to receive slightly less bad results, or does the community want us to cut vital services elsewhere to get to that level. Because the number is so high to get to where the community wants us it is difficult for us to do that exercise to find that \$2million slotted for road repair.

Question does the school's budget request with the gap include any of the town's side costs that are associated with the schools.

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Mariah Nobrega: The schools had an initial allocation for this year that was reduced by three hundred thousand dollars for increased maintenance costs within the building department that are being allocated to the building department.

Question of identifying the school's budget gap for FY24, FY25, FY26, is it being suggested that they will be asking for overrides for each fiscal year?

TA: The levy rises incrementally to fill that gap at the top? The in the same way that we've traditionally done this; we say that the override number is eleven point something million dollars, but we only increase the levy incrementally year over year, so that you ultimately reach the full amount of the levy, for example, on the town side, although the total ask is, \$4.995, in the first year the levy would only increase by 2.4 million, the second year 3.8 million, and the only then in the third year would you see the increase?

Question on bring rented school space in-house; schools are currently paying little in rent compared to just the maintenance cost of the classrooms in a town-owned building. Why spend these capital dollars?

Dr. Guillory clarified this is related to the end of the Clark Road lease. They are looking at a broader strategic plan and recognize the need for more space in South Brookline and right now those spaces are not available at the Baker School.

Question related to the Select Board's vote to allocate \$277k of ARPA funds for consulting services within the Planning Department with the objective of avoiding Advisory Committee review. Is that just robbing Peter to pay Paul by leaving less ARPA funds to allocate elsewhere?

TA: This is a one-time use of funds. The town's overall ARPA ask was lowered by \$277k. This was a request from the Planning Department that the Select Board agreed to.

Chair Greene thanked the presenters and ended the meeting at 7:50 pm.

ATTEST



MINUTES

SELECT BOARD

02/21/2023 | 6:00 PM

HYBRID | ZOOM AND 6TH FLOOR HEARING ROOM

Present: Select Board Member Bernard Greene, Select Board Member John VanScoyoc, Select Board Member Miriam Aschkenasy, Select Board Member Michael Sandman

ANNOUNCEMENTS/UPDATES

Local Historian Ken Liss wrote a blog on Dr. Cornelius N. Garland, a pioneering Black physician and the founder of the first and only Black hospital in Boston, spent the last 24 years of his life in Brookline, where he lived on Corey Hill from 1928 to 1952. Brooklinehistory.blogspot.com

PUBLIC COMMENT

1. Neil Gordon spoke on the lack of fair and adequate pay for employees within the proposed override. He supports the collective bargaining process and the override supporting the Town-side of funding.
2. Linda Pehlke spoke on the proposed form-based zoning plan for Harvard Street and feels that a broader community vision is required and that this process should be included in the compressive plan.
3. David Gladstone spoke on behalf of the business community with the form-based zoning proposal for Harvard Street, their concerns include the impact on street level commercial space and parking. He hopes that working with other communities, some amendments can be made.
4. Marty Rosenthal spoke on the Harvard Street contract and is seeking answers as to why this location, what about the impact on schools, and the increased number of vehicles.
5. Deborah Brown spoke on the ARPA fund allocations and feels that more funding should be allocated to the lower income residents.
6. Bonnie Bastien, TMM#5 agrees with Deborah, and hope s to see mote ARPA and override funds allocated to the town's most vulnerable.

MISCELLANEOUS

Announcement pertaining to review of the Board's executive session meeting minutes from January 1, 2022 through December 31, 2022 for purposes of disclosure.

Town Counsel is designated by the Select Board to review the minutes of the Board's meetings in Executive session periodically for the purpose of determining whether the minutes may be released or should remain confidential "because publication would defeat the lawful purposes of the executive session". Under the Open Meeting law, the determination must be announced at the Select Board's next meeting, and included in the minutes of the meeting. I have reviewed the minutes of the Board's meetings in executive session pertaining to the following dates, and have determined as follows:

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<u>Meeting Date</u>	<u>Determination</u>
1.4.22	Withhold
1.11.22	Withhold
1.18.22	Withhold
1.25.22	Withhold page 2 release Page 1
2.1.22	Withhold
2.8.22	Withhold
3.1.22	Withhold
3.15.22	Release
3.22.22	Withhold
4.5.22	Withhold page 2 release page 1
4.26.22	Withhold
5.17.22	Withhold page 1 release page 2
5.27.22	Withhold
7.26.22	Withhold
8.9.22	Withhold page 2 release page 1
8.16.22	Withhold
8.23.22	Withhold pages 3,4 release pages 1,2
9.13.22	Withhold pages 1,2,3 release page 4
9.28.22	Withhold page 2, release page 1
10.14.22	Withhold
11.1.22	Withhold
11.17.22	Release
11.29.22	Release
12.20.22	Release

Question of approving the following Select Board meeting minutes:

January 31, 2023

February 7, 2023

February 14, 2023 -held

On motion it was,

Voted to approve the following Select Board meeting minutes:

January 31, 2023

February 7, 2023

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

AUTHORIZATION TO HIRE

Question of approving the following authorization to hire request for the vacant position within the Police Department:

School Traffic Supervisor/Parking Control (ST01)

On motion it was,

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Voted to approve the following authorization to hire request for the vacant position within the Police Department:

School Traffic Supervisor/Parking Control (ST01)

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

AUTHORIZATION TO HIRE

Question of approving the authorization to hire for the following vacant position within the Building department:

Energy Management Systems Specialist (T06)

On motion it was,

Voted to approve the authorization to hire for the following vacant position within the Building department: Energy Management Systems Specialist (T06)

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

GIFTS

Question of accepting two gifts totaling \$20,500 to support the replacement of the ornamental gates at Hall's Pond Sanctuary.

On motion it was,

Voted to accept two gifts totaling \$20,500 to support the replacement of the ornamental gates at Hall's Pond Sanctuary from the Friends of Hall's Pond and the Brookline Greenspace Alliance.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

BUDGET TRANSFER

Question of approving a Budget Transfer request from the Building Department for a total amount of \$18,000.

From: 25002520 510101 Code Enforcement/Personnel \$6,000

To: 25002520 531012 Code Enforcement/ Supplies \$6,000

From: 25002520 510101 Code Enforcement /Personnel \$12,000

To: 25002520 551099 Education, Trainings and Conferences \$12,000

On motion it was,

Voted to approve a Budget Transfer request from the Building Department for a total amount of \$18,000.

From: 25002520 510101 Code Enforcement/Personnel \$6,000

To: 25002520 531012 Code Enforcement/ Supplies \$6,000

From: 25002520 510101 Code Enforcement /Personnel \$12,000

To: 25002520 551099 Education, Trainings and Conferences \$12,000

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

3.A.

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EXTRA WORK ORDER

Question of approving Extra Work Order 1 for PW/21-16 'Woodland Road Improvements' in the amount of \$111,700.00 and 'Disposing of leaves and related work' in the amount of \$45,000 with D"Ambrosia Inc.

On motion it was,

Voted to approve Extra Work Order 1 for PW/21-16 'Woodland Road Improvements' in the amount of \$111,700.00 and 'Disposing of leaves and related work' in the amount of \$45,000 with D"Ambrosia Inc.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

CONTRACT - postponed

Question of approving a contract with Opticos Design for form-based consulting services in the amount of \$277,200.

AMERICAN RESCUE PLAN ACT (ARPA) FUNDS FOR WAGES

Question of authorizing the use of American Rescue Plan Act (ARPA) funds for wage expenditures in an amount not to exceed \$6 million dollars as recommended by the Town Administrator.

Town Administrator Carey explained the qualified categories for ARPA funds. This item relates to employee Premium Pay.

On motion it was,

Voted to authorize the use of American Rescue Plan Act (ARPA) funds for wage expenditures in an amount not to exceed \$6 million dollars as recommended by the Town Administrator.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

BOARDS AND COMMISSIONS – INTERVIEWS

The following candidates for appointment/reappointment to Boards and Commissions will appear for interview:

Building Commission

Brooke Duskin

Brooke Duskin is a licensed professional civil engineer with a background in building envelope design and consulting, and is familiar with public buildings. She is now focused on real estate development overseeing the process. Ms. Durkin has attended the Building Commission meetings and is familiarizing with their duties.

CARLTON STREET FOOTBRIDGE UPDATE

DPW Engineering & Transportation presents an update on the Carlton St Footbridge construction and continued public outreach effort regarding upcoming MBTA required night work during non-revenue hours (2:00AM-5:00AM) proposed for the weeks of 2/27/2023 and 3/6/2023.

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Rob King, Engineering Director reviewed the request.

Aetna Bridge Company, Inc., the Contractor for the Carlton St Footbridge Rehabilitation Project, and working under the authority of MassDOT, is required by the MBTA, for reasons of safety, to undertake any work immediately above, or adjacent to, the active rails and electrified catenary *only* during non-revenue (non-operative) hours, with fully de-energized catenary wires (power shut off) and under the protection of flag persons. Due to limited staffing and support, the MBTA assigns available non-revenue windows to the Contractor on a weekly basis.

Mr. King announced that he does not anticipate the machinery will trigger the noise bylaw requirements and the work will be for two or three nights in total within the proposed timeline.

HOME RULE PETITION PRESENTATION

Update on the status of Brookline's home rule petitions and possible vote to refile expired home rule petitions with the legislature or at the 2023 Annual Town Meeting.

State Representative Tommy Vitolo provided an update on the status of Brookline's home rule petitions as outlined in his attached letter.

- Successful Home Rule Petitions
- Home Rule Petitions Eligible for File
- Home Rule Petitions Eligible for Refile
- Expired Home Rule Petitions

On motion it was,

Voted to refile:

H.4450 *An Act authorizing the town of Brookline to hold hybrid town meetings*

S.3145 *An Act exempting the town of Brookline from in-person quorums*

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

On motion it was,

Voted to refile:

S.3146 *An Act amending section 5 of chapter 270 of the Acts of 1985, as amended, to authorize delegation by general by-law of all select board licensing authority.*

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

CHANGE OF D/B/A

Question to approve the application for a change in D/B/A at 1298 Beacon Street

*note correct address is 238 Washington Street

From: Bright Life View, LLC. d/b/a Migaku

To: Bright Life View, LLC. d/b/a Sapporo Ramen.

The applicant was present and reviewed the name change.

On motion it was,

3.A.

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Voted to approve the application for a change in D/B/A at 238 Washington Street:

From: Bright Life View, LLC. d/b/a Migaku

To: Bright Life View, LLC. d/b/a Sapporo Ramen.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

NEW COMMON VICTUALLER LICENSE

Question of approving the application of a Common Victualler for BE Food Corp. d/b/a BE Pasta Bar at 1026 Commonwealth Ave. Hours of operation will be Monday –Sunday 10:00am – 11:00pm. Seating will consist of 30 inside seats.

Question of approving the application of a new Entertainment BE Food Corp. d/b/a BE Pasta Bar at 1026 Commonwealth Ave. Entertainment will consist of radio, and televisions Monday –Sunday 10:00am – 11:00pm.

Applicant Billy Axiotis was present. This will be a fast food pasta shop on Commonwealth Avenue.

On motion it was,

Voted to approve the application of a Common Victualler for BE Food Corp. d/b/a BE Pasta Bar at 1026 Commonwealth Ave. Hours of operation will be Monday –Sunday 10:00am – 11:00pm. Seating will consist of 30 inside seats.

Voted to approve the application of a new Entertainment BE Food Corp. d/b/a BE Pasta Bar at 1026 Commonwealth Ave. Entertainment will consist of radio, and televisions Monday –Sunday 10:00am – 11:00pm.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

ALL ALCOHOL, COMMON VICTUALLER, ENTERTAINMENT LICENSE PUBLIC HEARING

Question of approving the application for a new All Alcohol License for Boston Vlacho LLC. d/b/a Bar Vlaha at 1653 Beacon Street Brookline, MA. Proposed manager will be Demetri Tsolakis. Proposed Operating Hours Monday - Sunday 10:00am – 11:00pm and proposed Alcoholic are Monday - Sunday 10:00am – 1:00am (last call midnight).

Question of approving the application of a Common Victualler License for Boston Vlacho LLC. d/b/a Bar Vlaha at 1653 Beacon Street. Operating Hours of operation will be Proposed Operating Hours Monday - Sunday 10:00am – 11:00pm and proposed Alcoholic are Monday - Sunday 10:00am – 1:00am (last call midnight). The proposed seating is 78 interior seats 20 private patio seats.

Question of approving the application of an Alternate Manager, Natasha Breshinsky, for Boston Vlacho LLC. d/b/a Bar Vlaha at 1653 Beacon Street.

Question of approving the application an Entertainment License for Boston Vlacho LLC. d/b/a Bar Vlaha at 1653 Beacon Street. Entertainment consists of Recorded music and instrumental Greek music (only for special events) Monday - Friday 4:00pm – 10:00pm, Saturday - Sunday 10:00am – 11:00pm.

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Attorney Patricia Farnsworth introduced the applicant and reviewed his qualifications. Applicant Demetri Tsolakis reviewed his other restaurant locations, the menu and this location. He is familiar with alcohol policies.

Public hearing: no speakers

On motion it was,

Voted

1. To approve the application for a new All Alcohol License for Boston Vlachoi LLC. d/b/a Bar Vlaha at 1653 Beacon Street Brookline, MA. Proposed manager will be Demetri Tsolakis. Proposed Operating Hours Monday - Sunday 10:00am – 11:00pm and proposed Alcoholic are Monday - Sunday 10:00am – 1:00am (last call midnight).
2. To approve the application of a Common Victualler License for Boston Vlachoi LLC. d/b/a Bar Vlaha at 1653 Beacon Street. Operating Hours of operation will be Proposed Operating Hours Monday - Sunday 10:00am – 11:00pm and proposed Alcoholic are Monday - Sunday 10:00am – 1:00am (last call midnight). The proposed seating is 78 interior seats 20 private patio seats.
3. To approve the application of an Alternate Manager, Natasha Breshinsky, for Boston Vlachoi LLC. d/b/a Bar Vlaha at 1653 Beacon Street. To approve Demetri Tsolakis as Manager.
4. To approve the application an Entertainment License for Boston Vlachoi LLC. d/b/a Bar Vlaha at 1653 Beacon Street. Entertainment consists of Recorded music and instrumental Greek music (only for special events) Monday - Friday 4:00pm – 10:00pm, Saturday - Sunday 10:00am – 11:00pm.

Aye: Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

BOARDS AND COMMISSIONS - APPOINTMENTS

The following candidates for appointment/reappointment to Boards and Commissions:

Advisory Council on Public Health

Housing Advisory Board

Advisory Council on Public Health

On motion it was,

Voted to reappoint Natalia Linos to the Advisory Council on Public Health for a term ending in 2025

Voted to reappoint Dr. Peter Moyer (Affiliate Member) to the Advisory Council on Public Health for a term ending in 2025

3.A.

In Select Board

02/21/2023

Page 8 of 8

Housing Advisory Board

On motion it was,

Voted to reappoint Rita McNally to the Housing Advisory Board (Tenant Representative) for a term ending in 2024. (2-year terms)

There being no further business, the Chair ended the meeting at 7:55 pm.

ATTEST



TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS

Erin Chute Gallentine
Commissioner

Memorandum

To: Select Board
From: Erin Gallentine, Commissioner of Public Works
Date: February 23, 2023
Re: **Authorization to Hire**
Cc: Chas Carey, Town Administrator
Charlie Young, Assistant Town Administrator of Finance
Devon Fields, Assistant Town Administrator of Operations
Ann Hess Braga, Director of Human Resources
Kevin Johnson, Deputy Commissioner of Operations/Highway & Sanitation Director

For your meeting on February 28, 2023, I respectfully submit for your review and approval, request for authorization to hire the following position within the Department of Public Works:

Highway and Sanitation Division
Storekeeper- LN6

Authorization to Hire

The Department of Public Works respectfully submits for your review and approval the attached Authorization to Hire Request form and associated position description for the Storekeeper position within the Highway and Sanitation Division. This position is instrumental in supporting the daily operations of the Highway and Sanitation Division Fleet Services related to parts inventory, vehicle maintenance, ordering, tracking, vendor communications and payment.

Please see attached position description for more information.



Town of Brookline

Massachusetts

Authorization To Hire Request Form

1. Position **TITLE**: _____ Grade: _____

2. Department: _____ Division: _____

3. Position Control #: _____ Prior Incumbent: _____

a. Reason for Leaving: _____

4. Budgetary Information:

Department Code: ____ Budget Code: _____ % _____

☐ Grant Funded-Name of Grant: _____ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☐ Full-Time: # of hours/week: _____ ☐ Part-Time: # of hours/week: _____

☐ Permanent ☐ Temporary: expected end date (required) ____/____/____

7. Method of Fill:

☐ Promotion – To be Posted Internally from: ____/____/____ to ____/____/____

☐ New Hire ☐ Transfer – Please explain: _____

8. List the top three essential functions of this position:

1. _____

–

2. _____

–

3. _____

–

9. I have considered the following alternatives to filling this position:

10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

12. Please attach the current position description.

13. Signatures:

Department Head Signature:	<u>Erin Chute Gallentine</u>	Date:	<u>02/23/2023</u>
Human Resources Director:	_____	Date:	_____
Town Administrator:	_____	Date:	_____

14. Approvals:

Date on BOS Agenda:	_____	Date Approved:	_____
---------------------	-------	----------------	-------

15. Notes:



CTA Construction Managers
400 Totten Pond Road
Waltham, 02451
Phone: (781) 786-6600

PCCO #014

Project: 2020-02 - Brookline High School Tappan Gym and 3rd Floor
Renovation
115 Greenough St
Brookline, Massachusetts 02445

Prime Contract Change Order #014: OCO #014

TO:	Town of Brookline 333 Washington Street, 3rd Floor Brookline, Massachusetts 02445	FROM:	CTA Construction Managers, LLC 400 Totten Pond Road, 2nd Floor Waltham, Massachusetts 02451
DATE CREATED:	1/30/2023	CREATED BY:	Robert Harrington (CTA Construction Managers, LLC)
CONTRACT STATUS:	Approved	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	01/30/2023
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
SIGNED CHANGE ORDER RECEIVED DATE:			
CONTRACT FOR:	1:Brookline High School Tappan Gym and 3rd Floor Renovation	TOTAL AMOUNT:	(\$26,489.10)

DESCRIPTION:

This change order includes final closeout of project costs as outlined in the attached PCO #154.

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
154	CE #207 - Final Closeout CO		(\$26,489.10)
Total:			(\$26,489.10)

CHANGE ORDER LINE ITEMS:

PCO # 154: CE #207 - Final Closeout CO

#	Budget Code	Description	Amount
1	31-100.CTA Sub Earthwork.CTA Sub	1 Year Planting Maintenance	\$(4,800.00)
2	08-800.FSB Glazing.Filed Sub Bidder	Exterior Doors and Hardware	\$(21,375.00)
Subtotal:			\$(26,175.00)
Direct Work OHP (15.00% Applies to CTA Direct.):			\$0.00
Subcontractor OHP (0.00% Applies to Filed Sub Bidder and CTA Sub.):			\$0.00
B&I (1.20% Applies to all line item types.):			\$(314.10)
Grand Total:			\$(26,489.10)

The original (Contract Sum)	\$7,821,340.00
Net change by previously authorized Change Orders	\$799,053.81
The contract sum prior to this Change Order was	\$8,620,393.81
The contract sum will be decreased by this Change Order in the amount of	(\$26,489.10)
The new contract sum including this Change Order will be	\$8,593,904.71
The contract time will not be changed by this Change Order.	

WRA Team (William Rawn Associates)

10 Post Office Sq. Suite 1010
Boston, Massachusetts 02109



2/9/23

SIGNATURE

DATE

ARCHITECT William Rawn Associates

By: Andrew Jonic AIA
Associate Principal

CTA Construction Managers

Town of Brookline

333 Washington Street, 3rd Floor
Brookline, Massachusetts 02445



Ian Parks (Hill)
recommended acceptance to
ToB; pending BBC approval

SIGNATURE

DATE

2/9/23

CTA Construction Managers, LLC

400 Totten Pond Road, 2nd Floor
Waltham, Massachusetts 02451



2/1/23

SIGNATURE

DATE

CTA Construction Managers
400 Totten Pond Road
Waltham, 02451
Phone: (781) 786-6600

Project: 2020-02 - Brookline High School Tappan Gym and 3rd Floor
Renovation
115 Greenough St
Brookline, Massachusetts 02445

Prime Contract Potential Change Order #154: CE #207 - Final Closeout CO

TO:	Town of Brookline 333 Washington Street, 3rd Floor Brookline Massachusetts, 02445	FROM:	CTA Construction Managers, LLC 400 Totten Pond Road, 2nd Floor Waltham Massachusetts, 02451
PCO NUMBER/REVISION:	154 / 0	CONTRACT:	1 - Brookline High School Tappan Gym and 3rd Floor Renovation
REQUEST RECEIVED FROM:		CREATED BY:	Robert Harrington (CTA Construction Managers, LLC)
STATUS:	Approved	CREATED DATE:	1/30 /2023
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	#014 - OCO #014
FIELD CHANGE:	No		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:		PAID IN FULL:	No
		TOTAL AMOUNT:	(\$26,489.10)

POTENTIAL CHANGE ORDER TITLE: CE #207 - Final Closeout CO

CHANGE REASON: Base Contract

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

CE #207 - Final Closeout CO

This PCO is being submitted for resolution of final contract value. This change order includes previously discussed deductions from CTA's contract value for items related to landscaping and vestibule doors/hardware.

- As previously discussed, CTA agrees to deduct \$4,800.00 from our contract. In return, the Town will engage an independent contractor to perform maintenance of landscaping for the one year maintenance period noted in the specifications.
- As previously discussed, CTA agrees to deduct \$21,375.00 from our contract. In return, the Town will engage an independent contractor to replace the exterior vestibule doors and hardware provided under our contract.

The above listed values are full and final values for credits associated with the scope of work outlined above.

*CTA reserves its rights to additional time and direct and indirect costs associated with this change order. CTA does not waive its rights to an additional extension of time or to recover additional costs by signing this change order. The Awarding Authority, in executing this change order, agrees that CTA has properly reserved its rights for additional time and compensation.

ATTACHMENTS:

#	Cost Code	Description	Type	Amount
1	31-100 - Earthwork	1 Year Planting Maintenance	CTA Sub	(\$4,800.00)
2	08-800 - Glazing	Exterior Doors and Hardware	Filed Sub Bidder	(\$21,375.00)
Subtotal:				(\$26,175.00)
Direct Work OHP: 15.00% Applies to CTA Direct.				\$ 0.00
Subcontractor OHP: 0.00% Applies to Filed Sub Bidder and CTA Sub .				\$ 0.00
B&I: 1.20% Applies to all line item types.				(\$314.10)
Grand Total:				(\$26,489.10)



TO Ian M. Parks
Project Director
Hill International Inc.

FROM Mark Anthony Neves
Tel: 774.501.8777
Fax: 508.636.6474
www.mnevesinc.com

RE: Tappan Gym Maintenance

Total \$4800 for select services

Grounds Services :

- Maintain lawns to a neat, trim and healthy appearance at a avg. height of 2.5 – 3”
- All clippings to be bagged and removed off site.
- Lawn edges will be trimmed to maintain a crisp & neat appearance.
- Maintain beds to minimize weed, debris and invasive materials.
- Mowing patterns will be altered regularly to avoid sags, ruts, and tracks in lawn areas.

Per Visit Cost: \$200.00

Spring Cleanup:

- Remove debris from all planting beds and lawn areas.
- Remove sand from edges along lawn areas.
- Re-adjust trees and shrubs due to minimal winter damages.
- Clean and cut shrub, tree and mulch beds.
- Edge all existing beds, walkways and curb lines to a crisp clean edge.
- Application of pre-emergent weed control to all planting beds.

Seasonal Cost: \$800.00

3.C.

Mulch:

- Furnish and Install Premium **Hemlock** Blend Mulch

Seasonal Cost: \$2,000.00

Tree & Shrub Pruning:

- Prune, Shape ornamentals up to 14' in height, shrubs will be pruned twice during the season to maintain a neat appearance.
- Tree branches will be maintained at an avg. of 8' over walkways, parking areas and structures.

Seasonal Cost: \$2,800.00

Fall Cleanup:

- Removal of leaves and debris from all finished lawn areas, planting beds, planting islands and general parking areas.
- Cut down all ornamental grasses throughout the site.

Seasonal Cost: \$800.00

Fertilization Program:

- Early Spring: Complete balance and broadleaf weed control
- Late Spring: Complete balance and broadleaf weed control
- Summer: Control release nitrogen
- Early Fall: Complete balance and broadleaf weed control
- Late Fall: Winterization blend

Seasonal Cost: \$1,200.00

Irrigation:

- Start Up program adjustments to clock
- Test all zones
- Adjust heads as necessary
- Shut down & winterize
- Repairs on T&M basis 10% mark up on parts with prior approval

Seasonal Cost: N/A

EXCLUSIONS:

Total deduct value for landscaping = \$4,800.00

3.C.

- Cost of Plant Material Replacements if needed by Hill International Inc. or others
- Dead or damaged plant material to be replaced on T&M basis at \$55.00 per hour per laborer
- Watering
- Police Details

Authorized Signature: _____ Date: _____
Print: _____ Title: _____

www.mnevesinc.com

New England School Services, Inc.

98 Hicks Avenue
Medford, MA 02155
USA

Voice: 617-776-4700
Fax: 781-396-8088

QUOTATION

Quote Number: B-PoolEntr
Quote Date: Oct 17, 2022
Page: 1

Quoted To:

Town of Brookline Bldg. Dept.
Town Hall
333 Washington Street
Brookline, MA 02146

Ship to:

Town Hall
333 Washington Street
Brookline, MA 02146

Customer ID		Good Thru	Payment Terms	Sales Rep
BROOKLIN		11/16/22	Net 30 Days	Brian Hingston
Quantity	Item	Description		
		Pool Entrance		
		Exterior - One pair		
		REPLACE DOORS		
		-Change hardware on current doors from Concealed vertical rod device to Rim exit devices with Removable mullion		
		- Connect access control components into the new exit devices		
		New Continuous hinges		
1.00	EXIT-VD33	Von Durpin 33 series Narrow Stile exit device. Function: NL OP x Finish: us28 x Length:		
1.00	EXIT-VD33	Von Durpin 33 series Narrow Stile exit device. Function: EO x Finish: us28 x Length:		
2.00	ELECTRICLATCH	Von Duprin QEL - electric latch retraction		
1.00	MULL-VD4954	Von Durpin 4954 removable mullion. Finish: sp28 x Height:		
2.00	HINGES-SL11x CLRx83"	Full mortise continuous x CLR x 83"		
	LABOR	Labor to furnish and install material.		
		* Installation is based on work performed Monday through Friday during normal business hours		
2.00	DOOR-SL-15	Special lite Monumental -wide		
2.00	GLASS-INSUL	Insulated Glass		

Please note that we are vendors

Mass Higher Education Collabor

Combuys Operational Services Division Vendor ID 300183

CTA agrees to pay (1) pair in full and (1) pair at 50%. Town to cover remaining 50% of one pair. Total deduct for doors = \$21,375.00

Subtotal	14,250.00
Sales Tax	
Freight	
Total	14,250.00

New England School Services, Inc.

98 Hicks Avenue
Medford, MA 02155
USA

Voice: 617-776-4700
Fax: 781-396-8088

QUOTATION

Quote Number: B-PhysEd Entr
Quote Date: Oct 18, 2022
Page: 1

Quoted To:

Town of Brookline Bldg. Dept.
Town Hall
333 Washington Street
Brookline, MA 02146

Ship to:

Town Hall
333 Washington Street
Brookline, MA 02146

Customer ID		Good Thru	Payment Terms	Sales Rep
BROOKLIN		11/17/22	Net 30 Days	Brian Hingston
Quantity	Item	Description		
		Phys. Ed Entrance doors - (Pair Closest to the HS)		
		Exterior - One pair		
		REPLACE DOORS		
		-Change hardware on current doors from Concealed vertical rod device to Rim exit devices with Removable mullion		
		- Connect access control components into the new exit devices		
		New Continuous hinges		
1.00	EXIT-VD33	Von Durpin 33 series Narrow Stile exit device. Function: NL OP x Finish: us28 x Length:		
1.00	EXIT-VD33	Von Durpin 33 series Narrow Stile exit device. Function: EO x Finish: us28 x Length:		
2.00	ELECTRICLATCH	Von Duprin QEL - electric latch retraction		
1.00	MULL-VD4954	Von Durpin 4954 removable mullion. Finish: sp28 x Height:		
2.00	HINGES-SL11x CLRx83"	Full mortise continuous x CLR x 83"		
	LABOR	Labor to furnish and install material.		
		* Installation is based on work performed Monday through Friday during normal business hours		
2.00	DOOR-SL-15	Special lite Monumental -wide		
2.00	GLASS-INSUL	Insulated Glass		

Please note that we are vendors

Mass Higher Education Collabor

Combuys Operational Services Division Vendor ID 300183

CTA agrees to pay (1) pair in full and (1) pair at 50%. Town to cover remaining 50% of one pair. Total deduct for doors = \$21,375.00

Subtotal	14,250.00
Sales Tax	
Freight	
Total	14,250.00

CHANGE
ORDER

AIA DOCUMENT G701

3.D.

CO #09 OWNER

ARCHITECT

CONTRACTOR

FIELD

OTHER

☐

☐

☒

☐

☐

PROJECT: Brookline High School

115 Greenough Street

BROOKLINE, MA 02445

TO CONTRACTOR:

LAMBRIAN CONSTRUCTION Corp.

CHANGE ORDER NUMBER: 009

DATE: 1/11/2023

ARCHITECT'S PROJECT NO.:

CONTRACT DATE: March 29, 2022

CONTRACT FOR: 3rd Floor Renovation & Quad Repairs

The Contract is changed as follows:

Approved Values

PCO#50R - CM CONWAY_Planters Area Regradign , per RFI 100.	\$3,798.00
PCO#55R - EEC_Additional End Caps @ new lights.	\$6,205.00
PCO#56 - EEC_Remove Receptacles @ Stage Wall.	\$1,187.00
PCO#59 - CM CONWAY_Soil Removal / Disposal.	\$6,756.00
PCO#61R - EEC_Corridor Lights Change, per FB28.	\$12,886.00
PCO#69 - EEC_Wiremold Raceway @ room 352, per RFI154.	\$4,606.00
PCO#72 - LAMBRIAN_Delete Entrance Mat, per FB35.	-\$3,700.00
PCO#73 - APS BOSTON_Weeps @ Stage area, per RFI157R.	\$1,762.00

TOTAL

\$33,500.00

APPROVED:

President

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	\$8,482,000.00
Net change by previously authorized Change orders	\$557,771.60
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	\$9,039,771.60
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased)	\$33,500.00
(unchanged) by this Change Order in the amount of	
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	\$9,093,277.60

The Contract Time will be (increased) (decreased) (unchanged) by

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

William Rawn Associates, Architects Inc.

ARCHITECT

27 School Street, Boston ma 02108

Address

BY

Andrew Jonic, AIA
Associate Principal

DATE 2/9/23

Lambrian Construction Corporation

CONTRACTOR

420 Turnpike Street, Canton, Ma 02021

Address

BY James Lambrianidis - President

DATE 02/09/2023

Town Of Brookline

OWNER

333 Washington St, Brookline, Ma 02445

Address

BY

DATE

3.D.

LAMBRIAN CONSTRUCTION Corp.

General Contractors

420 Turnpike Street - CANTON, MA 02021

Tel: (781) 461-1100 / Fax: (781) 461-9885

January 4, 2023

WILLIAM RAWN ASSOCIATES, Architects Inc.

27 School Street

BOSTON, MA 02108

Project:

BROOKLINE HIGH SCHOOL - 3RD FLOOR RENOVATIONS & QUAD REPAIRS

115 Greenough Street

BROOKLINE, MA 02445

PCO #50 REV

OBJECT:

QUAD: C.M. CONWAY

Per RFI 100 - Regrading Planters Area (Approx. 1,232 SF) - see photo with red location + email attached.

Item #	DESCRIPTION	Unit	QTY	\$ / unit	Subtotal	Subtotal	TOTAL
<u>Quote:</u>							
	See C.M. CONWAY's Quote, Dated 09/15/22	LS	1	\$3,564.00	\$3,564.00		
<u>Labor: ADD</u>							
	NONE	hrs	0	\$0.00	\$0.00		
	Subtotal				\$3,564.00		
	G.C. Fees (5%) - ADD	%	5.00%		\$178.20		
	SUBTOTAL				\$3,742.20		
	Bond Fee (1.5%) - ADD	%	1.50%		\$56.13		
	TOTAL				\$3,798.33		

SAY: \$3,798.00

TOTAL ADD AMOUNT: Three Thousand Seven Hundred Ninety Eight Dollars.

Sincerely,

Alex Galanos - Project Manager

Lambrian Construction, Corp

Recommended for approval by the Town of Brookline
2/2/23

WRA confirmed the walkway was regraded on 7/12 per Hill's daily reports.
The FB was issued on 7/19/22

Andy Jonic
William Rawn Associates


EXCAVATORS ● EQUIPMENT RENTALS

P.O. Box 14 Lynnfield, MA 01940

 TEL: 781-334-2368
 FAX: 781-334-4642
 ccmconway@aol.com

September 15, 2022

 Lambrian Construction Corp.
 420 Turnpike Street
 Canton, MA 02021

ATTN: Alex Galanos

 RE: T & M
 RFI # 100

WORK ORDER #

DATE:

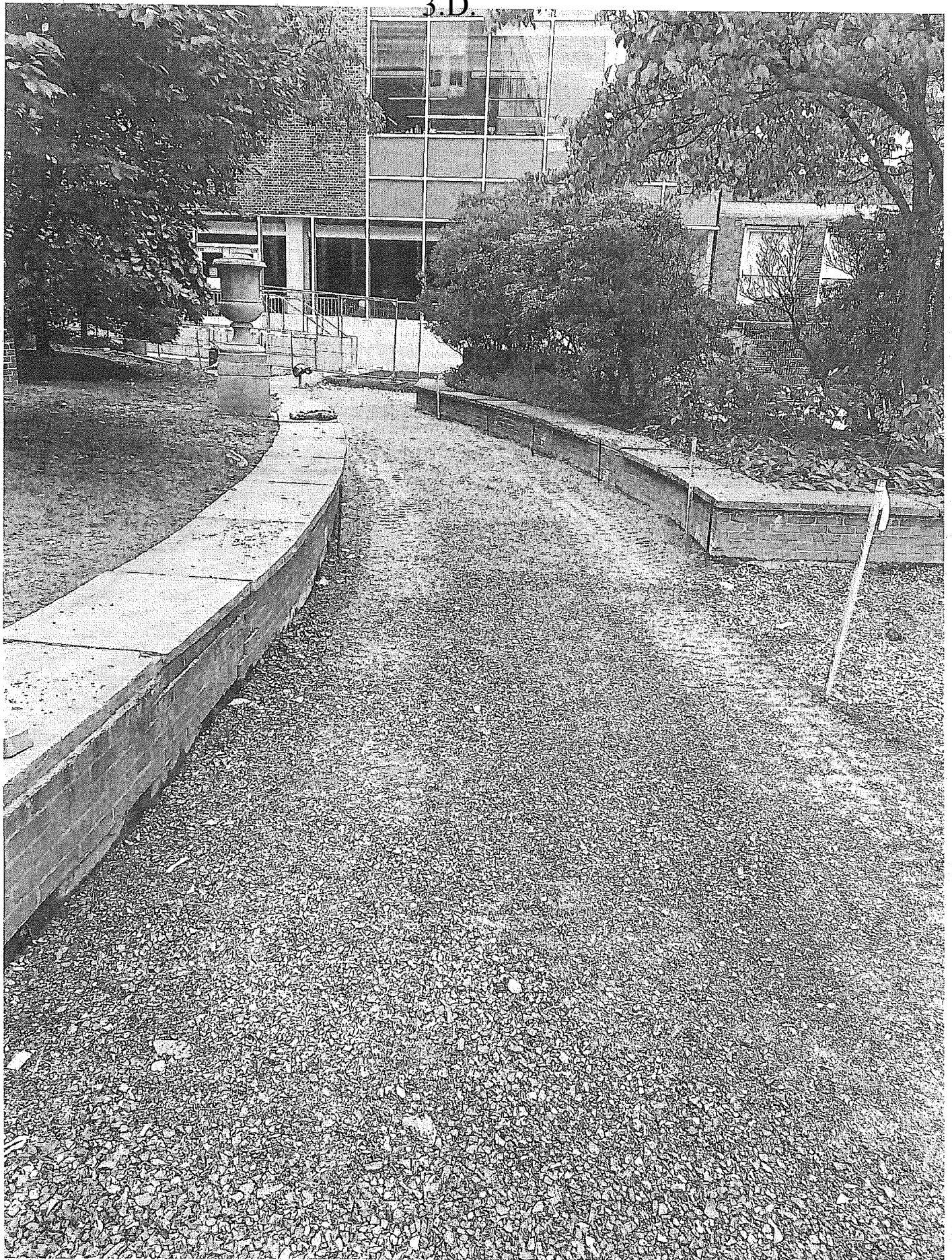
PCO # 009

1,232 sf

- 1.) Conway re-graded approx. ~~1500 SF~~ @ rear of planters (see attached drawing) per FB # 11
 Was graded per original contract specs / plans

1.) Cat Excavator	6.0 hrs. @ \$300.00 per hr.	\$ 1,800.00
2.) Laborer	2 ea. @ 4.0 hrs. ea. @ \$95.00 per hr. ea.	\$ 1,140.00
3.) Compactor	6.0 hrs. @ \$50.00 per hr.	\$ 300.00
4.) Sub-Total		\$ 3,240.00
5.) O H & P		\$ 324.00
6.) TOTAL		\$ 3,564.00

3.D.





Alex Galanos

From: CM Conway Construction <ccmconway@aol.com>
Sent: Tuesday, January 3, 2023 2:56 PM
To: Alex Galanos
Subject: Fwd: RFI 100 - grading areas
Attachments: L100 Brookline HS Quad Reno.jpg

Alex,

As discussed please see mark-up of area in question. The area is approx 1232sf

C.M. Conway Construction, Inc.
www.cmconwayconstruction.com
tel. 781.334.2368

-----Original Message-----

From: CM Conway Construction <ccmconway@aol.com>
To: agalanos@lambrian.com <agalanos@lambrian.com>
Sent: Fri, Oct 14, 2022 10:18 am
Subject: Fwd: RFI 100 - grading areas

Alex,

Please see attached from 8/2/22

C.M. Conway Construction, Inc.
www.cmconwayconstruction.com
tel. 781.334.2368

-----Original Message-----

From: CM Conway Construction <ccmconway@aol.com>
To: agalanos@lambrian.com <agalanos@lambrian.com>
Sent: Tue, Aug 2, 2022 8:20 pm
Subject: Re: RFI 100 - grading areas

Alex,

Please see attached marked up photo showing area of re-grade.

Thanks
Christine

C.M. Conway Construction, Inc.
www.cmconwayconstruction.com
tel. 781.334.2368

-----Original Message-----

From: Alex Galanos <agalanos@lambrian.com>
To: Bob Conway - CM Conway <ccmconway@aol.com>
Cc: Jim Lambrianidis <jlambrianidis@lambrian.com>; James Cusolito <jcusolito@lambrian.com>
Sent: Mon, Aug 1, 2022 3:57 pm
Subject: FW: RFI 100 - grading areas

Bob,

3.D.

Please respond per below question.

Thank you,

ALEX GALANOS

Project Manager / Estimator

Lambrian Construction Corp.

420 Turnpike Street

Canton, MA 02021

T. 781-461-1100

F. 781-461-9885



From: Andrew Jonic <AJonic@rawnarch.com>

Sent: Monday, August 1, 2022 3:33 PM

To: Alex Galanos <agalanos@lambrian.com>; Jim Lambrianidis <jlambrianidis@lambrian.com>

Cc: Vo, Andy <AndyVo@hillintl.com>; Tony Guigli <tguigli@brooklinema.gov>; Josh@lemonbrooke.com; Colleen de Matta <CdeMatta@rawnarch.com>

Subject: RFI 100 - grading areas

Alex,

Please have Conway markup the attached drone photo to indicate where he completed finish grading before we can respond to this RFI.

Thank you,

Andy

Andrew Jonic AIA

Associate Principal

c. 617.548.4275

WILLIAM RAWN ASSOCIATES | Architects, Inc.

27 School Street

Second Floor

Boston, MA 02108

t. 617.423.3470

www.rawnarch.com



Lambrian Construction Corp.
 420 Turnpike Street
 Canton, Massachusetts 02021
 P: (781) 461-1100
 F: 781 461-9885

**Project: 22-009 BROOKLINE High School Expansion -
 3rd Floor Renovation & Quad Repairs**
 115 Greenough Street
 BROOKLINE, Massachusetts 02445

RFI #100: SITEWORK_Regrading areas per Field Bulletin 11

Status	Open		
To	Submittals Admin WRA (William Raw Associates, Architects Inc.)	From	Alexandre Galanos (Lambrian Construction Corp.) 420 Turnpike Street Canton, Massachusetts 02021
Date Initiated	Aug 1, 2022	Due Date	Aug 3, 2022
Location		Project Stage	Course of Construction
Cost Impact	TBD	Schedule Impact	Yes (Unknown)
Spec Section		Cost Code	
Drawing Number		Reference	
Linked Drawings			
Received From	Bob Conway (CM CONWAY Construction Inc.)		
Copies To	Mark Borreliz (William Raw Associates, Architects Inc.), Bob Conway (CM CONWAY Construction Inc.), James Cusolito (Lambrian Construction Corp.), Colleen DeMatta (William Raw Associates, Architects Inc.), Theodore Eliopoulos (Lambrian Construction Corp.), Alexandre Galanos (Lambrian Construction Corp.), Tony Guigli (TOWN OF BROOKLINE), Andrew Jonic (William Raw Associates, Architects Inc.), Paul Kalous (Hill International, Inc.), James Lambrianidis (Lambrian Construction Corp.), Mark Sacco (TOWN OF BROOKLINE), Andy Vo (Hill International, Inc.), Martin Warrington (Hill International, Inc.), Robert Wear (William Raw Associates, Architects Inc.)		

Activity

Question

Question from Alexandre Galanos Lambrian Construction Corp. on Monday, Aug 1, 2022 at 02:18 PM EDT

08/01/22

Please review and respond to attached RFI question from C.M. CONWAY regarding:

- Regrading costs per Field Bulletin 11

Attachments

RFI100_CONWAY_Regrading per Filed Bulletin 11.pdf

Awaiting an Official Response



EXCAVATORS ● EQUIPMENT RENTALS

P.O. Box 14 Lynnfield, MA 01940

TEL: 781-334-2368
FAX: 781-334-4642
ccmconway@aol.com

August 1, 2022

Lambrian Construction Corp.
420 Turnpike Street
Canton, MA 02021

ATTN: Alex Galanos
Jim Lambrian

RE: RFI # 004
Field Bulletin # 11

QUESTION:

Since Field Bulletin # 11 was issued and calls for changes to the depth of concrete in the areas of exposed aggregate concrete paving as well as the depth of gravel sub-base, the issue arises that C. M. Conway had previously graded some of those areas per original contract specifications.

Please advise whether to proceed on Time & Material or lump sum basis to adjust grades accordingly per Field Bulletin # 11.

Thank you

Christine M. Conway

Response:

1. Conway and Lambrian to submit photo evidence of where gravel sub-base was installed and submit a plan showing overall square footage area that had to be regraded.
2. Submit a detailed Change Order to be reviewed and approved by architect and owner. Please include overall square footage of area that had to be regraded.

Colleen de Matta, WRA, 08/30/22

January 4, 2023

WILLIAM RAWN ASSOCIATES, Architects Inc.
27 School Street
BOSTON, MA 02108

Project:
BROOKLINE HIGH SCHOOL - 3RD FLOOR RENOVATIONS & QUAD REPAIRS
115 Greenough Street
BROOKLINE , MA 02445

PCO #55 - REV

OBJECT:

EEC - Electrical

Corridor Lighting Revision: Additional End Caps needed to close in new lighting layout.

Item #	DESCRIPTION	Unit	QTY	\$ / unit	Subtotal	Subtotal	TOTAL
--------	-------------	------	-----	-----------	----------	----------	-------

Quote:

See EEC's Quote / PCO#10 REV 01, dated 01/04/23 LS 1 \$11,644.00 \$11,644.00

Materials: ADD

Labor: ADD

N/A

	Subtotal				\$11,644.00
G.C. Fees (5%) - ADD	%	5.00%			\$582.20
					\$12,226.20
Bond Fee (1.5%) - ADD	%	1.50%			\$183.39
	TOTAL				\$12,409.59

Amounted recommended for approval by
the Town of Brookline

SAT. \$12,410.00

\$6,205.00

TOTAL ADD AMOUNT: Twelve Thousand Four Hundred Ten Dollars.

WRA Comments

1. Please see attached correspondence between HLB lighting and Boston Light Source regarding F45 fixtures in the hallways. The bid documents and lighting lengths shown in the plans reflect direction provided by the manufacturer.
2. Boston Light Source confirmed Fluxwerx would provide shop drawings for the F45 lights
3. The lighting fixture schedule (Page 5 of 5, Note 1) states, "Provide lighting luminaire shop drawings for the Lighting Consultant, Architect, and Owner approval prior to fabrication. For all continuous run luminaires, including track, manufacturer shall submit a layout drawing for run lengths specified on architectural drawings during submittal review for Lighting Designer and Architect approval prior to fabrication." (see attachment)
4. GGD and HLB lighting requested shop drawings in comments made on submittals: 265110-001-0 & 265110-001-1. See attached comments memos.
5. Lambrian and ENE decided to install the F45 without submitting approved shop drawings. The dimensional bust in the light fixture and ceiling layout would have been caught had Fluxwerx and ENE created shop drawings.

In order to move this forward, our recommendation to the Town is they approve 50% of this PCO due to the decision by the General Contractor and Electrical Subcontractor to not submit shop drawings required by the contract bid documents.

A. Jonic
1/9/23
William Rawn Associates.

Sincerely,

Alex Galanos - Project Manager
Lambrian Construction, Corp



January 4, 2023

Alex Galanos
Lambrian Construction Co.
420 Turnpike St,
Canton, MA 02021

RE: Brookline High School 3rd Floor – Job #122000
Proposal #10 – REV 01

Dear Alex:

Energy Electric is pleased to provide pricing to perform the following revisions to our scope of work:

- Corridor Lighting Revision – *END CAPS*
 - Furnish additional end caps needed to close in new corridor lighting layout.
 - This proposal includes required end caps and wiring between longitudinal lengths of fixtures to complete circuitry.
 - Removal of Temporary Lighting.
 - Replacement of Ceiling Tiles is By Others and Not Included in This Proposal.
 - This proposal is priced at straight time. If it is deemed necessary to complete this work after-hours additional costs will be incurred.

Our costs associated with additional work stated above: **\$11,644.00**

Thank you for the opportunity to be of service, please contact me directly with any questions or additional information needed for this proposal. Please provide written direction of approval to proceed with this additional work.

Sincerely,

Timothy S Caggiano

Timothy S. Caggiano
Director of Operations

cc: File

3.D.

Date: 1/4/2023

P.C.O. No: 10 - REV01

To: Lambrian Construction Corp.
420 Turnpike Street
Canton, MA 02021

Phone: 781.801.0741
Fax:

RE: Additional End Caps for Hallway Lighting

Attn: Alex Galanos **Email:** agalanos@lambrian.com

	Qty	Mtl Unit	Labor Unit	Material Cost	Labor Hrs.
Fluxwerx NN-END-G1 End Caps	56	\$ 35.50	0.5	\$ 1,988.00	28.00
1/2" MC Connectors	112	\$ 1.07		\$ 119.84	14.00
#12/2c MC Cable	100	\$ 0.85		\$ 85.30	16.00
Remove / Dispose of Temp Lighting	1		16		
This proposal is priced at Straight Time If work is to be completed after normal business hours additional costs will be incurred.					
subtotals				\$2,193.14	58
Material					\$2,193.14
Tax					\$0.00
Electrician				\$ 144.70	\$8,392.60
OH&P				10.00%	\$1,058.57
Total this Change Order Proposal:					\$11,644.31

3.D.

ITEM	Straight Time	Time + 1/2	Double Time
Base Wage Rate per hour	91.14	136.71	182.28
Federal Tax (0.8%) <i>employer tax</i>	0.73	1.09	1.46
OASDI Social Security Tax (6.2%) <i>employer tax</i>	5.65	8.48	11.30
Medicare Tax (1.45%) <i>employer tax</i>	1.32	1.98	2.64
Employer Unemployment (5.1%) <i>employer tax</i>	4.65	8.46	11.28
Job Development Training (.54%)	0.49	0.74	0.98
Workers Comp (4.67%)	4.26	6.38	8.51
Burden	36.46	36.46	36.46
Subtotal	144.70	200.31	254.92
10% profit mark up	14.47	20.03	25.49
TOTAL	159.17	220.34	280.41

Alex Galanos

From: Tim Caggiano <TCaggiano@eecne.com>
Sent: Wednesday, January 4, 2023 4:44 PM
To: Tony Guigli; Alex Galanos; Andrew Jonic
Cc: ianparks@hillintl.com; andyvo@hillintl.com; Mike Sacco; Jim Lambrianidis; James Cusolito
Subject: RE: BROOKLINE_ PCO 55 light end caps
Attachments: PCO #10 REV 01 End Caps.pdf

Tony,

I apologize for the delay in getting this back to all of you.

I have revised this proposal to include more descriptive cost summary to the scope of work, vender back up for end cap pricing and a breakdown of the prevailing wage labor rate. I have reduced the labor on this to what I believe is fair for the scope of work. Please realize this includes installation of end caps on each of the longitudinal lengths in the corridor and continuation of wiring from one side to the other to complete the circuitry. This also includes removal of the temporary lighting. This work is priced at straight time, if deemed necessary to complete on off hours additional labor cost will be incurred.

I trust this is sufficient to meet your needs for review. Please provide written direction if we are to proceed with this additional work.

I will provide similar updated response to Bulletin 28 tomorrow.



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From: Tony Guigli <tguigli@brooklinema.gov>
Sent: Tuesday, January 3, 2023 8:32 PM
To: Tim Caggiano <TCaggiano@eecne.com>; Alex Galanos <agalanos@lambrian.com>; Andrew Jonic <AJonic@rawnarch.com>
Cc: ianparks@hillintl.com; andyvo@hillintl.com; Mike Sacco <msacco@eecne.com>; Jim Lambrianidis <jlambrianidis@lambrian.com>; James Cusolito <jcusolito@lambrian.com>
Subject: Re: BROOKLINE_ PCO 55 light end caps

This message originated from an External Source. Please use caution when opening Link or Attachments.

Andrew Jonic

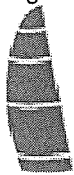
From: Anthony Guerriero <aguerriero@bostonlightsource.com>
Sent: Tuesday, November 30, 2021 1:38 PM
To: Vinicius Stella
Cc: Michelle Tessier; Jennifer Pierce
Subject: RE: Brookline | 3rd Floor Fixture Pattern Cord.

Caution! This message was sent from outside your organization.

[Block sender](#)

As expected, all is good! Final dimensions may vary a bit (mostly on the ends), but they can do drawings for this!

Anthony Guerriero
Lighting | Controls Solutions



BostonLightSource

64 Commercial Wharf, Boston MA 02110-3808
d: 617.788.2461 | o: 617.788.2400 | c: 781.812.6243



Sign up to receive our **INSIDE THE SOURCE** videos [HERE](#).
& Enter to Win each week with the episode keyword for the season 2 giveaway!



From: Vinicius Stella <vstella@hlblighting.com>
Sent: Tuesday, November 30, 2021 12:47 PM
To: Anthony Guerriero <aguerriero@bostonlightsource.com>
Cc: Michelle Tessier <mtessier@hlblighting.com>; Jennifer Pierce <jpierce@bostonlightsource.com>
Subject: RE: Brookline | 3rd Floor Fixture Pattern Cord.

Thanks for checking.

We just remembered that some years ago Fluxwerx had some constructability limitation with certain fixture runs/configurations, so we just wanted to triple check that the runs/configurations that we have drawn works.

Many thanks,

Vini

Vinicius Stella

Designer
857.702.8823 direct
917.724.7872 mobile
vstella@hlblighting.com

From: Anthony Guerriero <aguerriero@bostonlightsource.com>
Sent: Tuesday, November 30, 2021 12:42 PM
To: Vinicius Stella <vstella@hlblighting.com>
Cc: Michelle Tessier <mtessier@hlblighting.com>; Jennifer Pierce <jpierce@bostonlightsource.com>
Subject: RE: Brookline | 3rd Floor Fixture Pattern Cord.

Vini,

Everything looks pretty straightforward here, I see no reason why they couldn't do this.

I did ask Fluxwerx to check on it, but I don't think they're going to have any objections.

Anthony Guerriero
Lighting | Controls Solutions

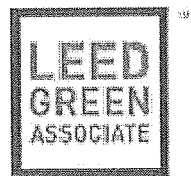


BostonLightSource

64 Commercial Wharf, Boston MA 02110-3808
d: 617.788.2461 | o: 617.788.2400 | c: 781.812.6243



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& Enter to Win each week with the episode keyword for the season 2 giveaway!



From: Vinicius Stella <vstella@hlblighting.com>
Sent: Tuesday, November 30, 2021 12:17 PM
To: Anthony Guerriero <aguerriero@bostonlightsource.com>
Cc: Michelle Tessier <mtessier@hlblighting.com>; Jennifer Pierce <jpierce@bostonlightsource.com>
Subject: Brookline | 3rd Floor Fixture Pattern Cord.

Hi Anthony,

We would like to check with you if the Fluxwerx Notch 1 recessed fixture can be provided in the pattern/run configurations that we have shown in the attached drawing for the F44/F44A/F44B/F45/F45A fixtures with illuminated corners.

3.D.

Let us know if Fluxwerx see any issues with the configuration pattern/run lengths shown in RCP.

Many thanks,

Vini

Vinicius Stella

Designer
857.702.8823 direct
917.724.7872 mobile
vstella@hblighting.com



233 Lewis Wharf
Boston, MA 02110
617.229.5190

Please note that all HLB offices will be closed November 25 and 26, as well as December 24 - 31 to spend time with our families for the holidays. The firm will reopen on January 3. We wish you a wonderful holiday season!

Please note that our office hours are Monday through Thursday from 9:00 am to 6:00 pm and Friday from 9:00 am to 1:00 pm.

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GGD Consulting Engineers, Inc.
375 Faunce Corner Road, Suite D
Dartmouth, MA 02747

LETTER OF TRANSMITTAL**Date: May 25, 2022****Job #: 849 003 00.00****Attention: Colleen de Matta****Re: Brookline High School Expansion –**

To: 3rd Floor Renovation & Quad Repairs
William Rawn Associates, Architects Inc.
27 School Street, 2nd Floor
Boston, MA 02108

Please note, these are GGDs original comments on the lighting package included in 265110-001-00 submission return.

GGD has not reviewed 265110-001-01

We Are Sending You: X Attached X The following items via: Email

 X Shop Drawings Prints Plans Specifications

 Copy of Letter Change Order Samples Drawings

COPIES	DATE REC'D	GGD NUMBER	DESCRIPTION SUBMITTAL NUMBER	ACTION
1	5/11/22	E-1	Lighting Fixtures (REVISED) 265100-1.0	Reviewed

These are transmitted as checked below:

 For Approval Approved as submitted Resubmit copies for approval
 X For your use Approved as noted Submit copies for distribution
 X As requested Returned for corrections Return corrected prints
 For review and comment Forwarded _____
 For Bids Due _____, 20 Prints Returned on Loan to Us

REMARKS:

COPY (S) TO: Mark Borreliz, AIA, WRA
File

SIGNED: Jason Monast; ss

ENGINEERING SHOP DRAWING REVIEW



GGD Consulting Engineers, Inc.
375 Faunce Corner Road, Suite D
Dartmouth, MA 02747

DATE: May 25, 2022 (REVISED)

PROJECT: Brookline High School
Expansion – 3rd Floor
Renovation & Quad Repairs

849 003 00.00

SHOP DWG. NO.: E-1, E-10 Through E-24

TITLE: Lighting Fixtures
265100-1.0

REVIEWED BY: Jason G Monast

REVIEWED

THIS DOCUMENT IS REVIEWED FOR INFORMATIONAL
PURPOSES ONLY AND NOT CONSIDERED FOR APPROVAL
AS A SHOP DRAWING

Date **5/25/22** By **JGM**
GGD Consulting Engineers, Inc.

General Review Comments

1. **COORDINATE** all finish selections with Architect on all products.
2. **COORDINATE** all trim and flange types with architectural finishes and provide appropriate types for the specific application in each space.
3. **COORDINATE** exact mounting height of all fixtures with Architect and provide required lengths of stems, aircraft cable, chain, etc. as applicable.
4. Coordinate with General Contractor to ensure no fixture locations are roughed into concrete work until final approval of each affected fixture type is received.
5. Coordinate with General Contractor to ensure no site lighting mounting bases are ordered, purchased and/or installed until final approval of each affected fixture and pole combination is received.
6. Coordinate with occupancy sensor and photo sensor vendors to have authorized installation, programming, and commissioning assistance provided to ensure proper operation of all devices in compliance with manufacturer, design specification, and energy code requirements.
7. Coordinate all exit sign mountings, panels, and arrows with Architect and field requirements.
8. Provide DLC listing, Energy Star lighting, or LM-79 and LM-80 testing data for all LED products for submission documentation of utility company rebate program.
9. Provide all fixtures with 0-10V dimming drivers for LED source specified.
10. All controls for project must be submitted with supporting drawings showing equipment locations, quantities, and sequence of operations

ENGINEERING SHOP DRAWING REVIEW



GGD Consulting Engineers, Inc.
375 Faunce Corner Road, Suite D
Dartmouth, MA 02747

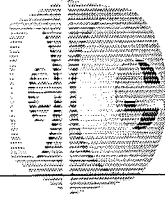
- All interior/exterior lighting fixture finishes to be verified by Architect and HBL Lighting Consultant.
- All interior lighting fixtures shall be 277V.
- All exterior lighting fixtures shall be 120V.

Review Notes:

Item	Comment
F44	12', 16' 18', 24', 26' shall have "G1" (grid) Trim/Ceiling option.
F44A	14' & 16' shall have "G1" (grid) trim/Ceiling option.
F44B	16', 18', 26' shall have "G1" (grid) Trim/Ceiling option.
F44C	16' shall have "G1" (grid) Trim/Ceiling option.
(1) F45-7x7	<ol style="list-style-type: none"> 1. Fixture shall have "D1" (drywall) Trim/Ceiling option. 2. Submit shop drawings for the rectangular pattern as shown on plans. 3. Fixture to have "Ax" option for emergency switching. Refer to Field Bulletin #05 for quantity and location of Emergency sections in rectangular pattern
(1) F45-7x7	<ol style="list-style-type: none"> 1. Fixture shall have "G1" (grid) Trim/Ceiling option. 2. Submit shop drawings for the rectangular pattern as shown on plans. 3. Fixture to have "Ax" option for emergency switching. Refer to Field Bulletin #05 for quantity and location of emergency sections in rectangular pattern
F45-7x22	<ol style="list-style-type: none"> 1. Fixture shall have "G1" (grid) Trim/Ceiling option. 2. Submit shop drawings for the rectangular pattern as shown on plans. 3. Fixture to have "Ax" option for emergency switching. Refer to Field Bulletin #05 for quantity and location of emergency sections in rectangular pattern

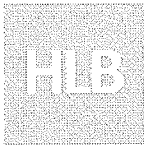
F45-7X28	<ol style="list-style-type: none"> 1. Fixture shall have "G1" (grid) Trim/Ceiling option. 2. Submit shop drawings for the rectangular pattern as show on plans. 3. Fixture to have "Ax" option for emergency switching. Refer to Field Bulletin #05 for quantity and location of emergency sections in rectangular pattern
F45-7X30	<ol style="list-style-type: none"> 1. Fixture shall have "G1" (grid) Trim/Ceiling option. 2. Submit shop drawings for the rectangular pattern as shown on plans. 3. Fixture to have "Ax" option for emergency switching. Refer to Field Bulletin #05 for quantity and location of emergency sections in rectangular pattern
F45-7X34	<ol style="list-style-type: none"> 1. Fixture shall have "G1" (grid) Trim/Ceiling option. 2. Submit shop drawings for the rectangular pattern as shown on plans. 3. Fixture to have "Ax" option for emergency switching. Refer to Field Bulletin #05 for quantity and location of emergency sections in rectangular pattern
F45-7X44	<ol style="list-style-type: none"> 1. Fixture shall have "G1" (grid) Trim/Ceiling option. 2. Submit shop drawings for the rectangular pattern as shown on

ENGINEERING SHOP DRAWING REVIEW



GGD Consulting Engineers, Inc.
375 Faunce Corner Road, Suite D
Dartmouth, MA 02747

	<p>plans.</p> <p>3. Fixture to have "Ax" option for emergency switching. Refer to Field Bulletin #05 for quantity and location of emergency sections in rectangular pattern</p>
F45-7X48	<p>1. Fixture shall have "G1" (grid) Trim/Ceiling option.</p> <p>2. Submit shop drawings for the rectangular pattern as shown on plans.</p> <p>3. Fixture to have "Ax" option for emergency switching. Refer to Field Bulletin #05 for quantity and location of emergency sections in rectangular pattern</p>
F45-7X54	<p>1. Fixture shall have "G1" (grid) Trim/Ceiling option.</p> <p>2. Submit shop drawings for the rectangular pattern as shown on plans.</p> <p>3. Fixture to have "Ax" option for emergency switching. Refer to Field Bulletin #05 for quantity and location of emergency sections in rectangular pattern</p>
F45-10X16	<p>I believe doesn't exist anywhere. This fixture is the F45A type fixture. Please verify location.</p>
F45A	<p>1. Fixture shall have "G1" (grid) Trim/Ceiling option.</p> <p>2. Submit shop drawings for the rectangular pattern as shown on plans.</p> <p>3. HBL Lighting Consultant to verify dimensions of pattern.</p>
F46	<p>1. Cable/Pendant length to be verified by HBL lighting consultant/Architect with a minimum of 18".</p> <p>2. Voltage of fixture to be 277V.</p>



Shop Drawing Review Comments

To: Mark Borreliz
William Rawn Associates
10 Post Office Sq. Suite 1010
Boston, MA 02109
617-598-3396 tel

Submittal No. 265110-1.0

Date Reviewed: 20 May 2022 REV
18 May 2022

Date Received: 10 May 2022

cc: Andy Jonic – WRA
Colleen de Matta - WRA

Reviewed by: M. Tessier
V. Stella

Sent Via: e-mail

Project: Brookline HS – 3rd Floor Renovation
& Quad Repairs
Project #17195.00

Pages: 9

Submission has been checked for design only. Notes are to assure adherence to design requirements and general compliance with contract documents. Contractor is responsible for dimensions which shall be confirmed and correlated at the job site; fabrication process and techniques of construction; coordination of his work with that of all other trades and the satisfactory performance of his work.

Fixtures previously noted with an action of MCN and NET do not require resubmittal for review since we assume the comments are minor in nature and can be addressed accordingly by the Contractor without further processing. If there are issues with fixtures previously noted as MCN by HLB Lighting Design, the Contractor shall provide explanation and notify the design team for re-review.

Action Codes			
NET	No Exception Taken	SSI	Submit Specified Item
R	Rejected	R&R	Revise and Resubmit
MCN	Make Corrections Noted	NSHLB	Not Specified by HLB

Type	Action	Comments
F1	MCN	<ol style="list-style-type: none"> 1. Provide flange trim. 2. Architect shall verify flange and reflector finish (Clear submitted). 3. Contractor shall verify and coordinate luminaire installation and mounting with architectural details, housing type, field conditions, and ceiling system details including ceiling thickness, grid type, flange, and insulation clearance requirements. 4. Contractor shall verify maximum ceiling thickness allowed by downlight trim and inform factory if ceiling is thicker than allowed. 5. Electrical Engineer/Contractor to verify compatibility of light source, gear and dimming system. 6. Electrical Engineer/Contractor shall verify all voltage and emergency requirements before placing any orders or proceeding with any work.

3.D.

F1D	R&R	<ol style="list-style-type: none"> 1. Provide '10' 1000 nominal lumen value as specified. 2. Provide flange trim. 3. Architect shall verify flange and reflector finish (Clear submitted). 4. Contractor shall verify and coordinate luminaire installation and mounting with architectural details, housing type, field conditions, and ceiling system details including ceiling thickness, grid type, flange, and insulation clearance requirements. 5. Contractor shall verify maximum ceiling thickness allowed by downlight trim and inform factory if ceiling is thicker than allowed. 6. Electrical Engineer/Contractor to verify compatibility of light source, gear and dimming system. 7. Electrical Engineer/Contractor shall verify all voltage and emergency requirements before placing any orders or proceeding with any work.
F8C	MCN	<ol style="list-style-type: none"> 1. Architect shall verify flange finish (White submitted). 2. Contractor shall verify and coordinate luminaire installation and mounting with architectural details, housing type, field conditions, and ceiling system details including ceiling thickness, grid type, flange, and insulation clearance requirements. 3. Contractor shall verify maximum ceiling thickness allowed by downlight trim and inform factory if ceiling is thicker than allowed. 4. Electrical Engineer/Contractor to verify compatibility of light source, gear and dimming system. 5. Electrical Engineer/Contractor shall verify all voltage and emergency requirements before placing any orders or proceeding with any work.
F8D	MCN- Resubmit for Record	<ol style="list-style-type: none"> 1. Fixture shall be provided with "MIN10" 10% dimming as specified. 2. Architect shall verify flange finish (White submitted). 3. Contractor shall verify and coordinate luminaire installation and mounting with architectural details, housing type, field conditions, and ceiling system details including ceiling thickness, grid type, flange, and insulation clearance requirements. 4. Contractor shall verify maximum ceiling thickness allowed by downlight trim and inform factory if ceiling is thicker than allowed. 5. Electrical Engineer/Contractor to verify compatibility of light source, gear and dimming system. 6. Electrical Engineer/Contractor shall verify all voltage and emergency requirements before placing any orders or proceeding with any work.
F21D	MCN	<ol style="list-style-type: none"> 1. Architect shall verify flange and reflector finish (Clear submitted). 2. Fixture shall be aimed straight down. 3. Fixtures require aiming by lighting consultant after installation. Contractor to coordinate personnel and equipment necessary for aiming session per 265113 specifications. 4. Contractor shall verify and coordinate luminaire installation and mounting with architectural details, housing type, field conditions, and ceiling system details including ceiling thickness, grid type, and insulation clearance requirements. 5. Contractor shall verify maximum ceiling thickness allowed by downlight trim and inform factory if ceiling is thicker than allowed. 6. Electrical Engineer/Contractor to verify compatibility of light source, gear and dimming system. 7. Electrical Engineer/Contractor shall verify all voltage and emergency requirements before placing any orders or proceeding with any work.

3.D.

F21E	MCN	<ol style="list-style-type: none"> 1. Architect shall verify flange and reflector finish (Clear submitted). 2. Fixture shall be aimed straight down. 3. Fixtures require aiming by lighting consultant after installation. Contractor to coordinate personnel and equipment necessary for aiming session per 265113 specifications. 4. Contractor shall verify and coordinate luminaire installation and mounting with architectural details, housing type, field conditions, and ceiling system details including ceiling thickness, grid type, and insulation clearance requirements. 5. Contractor shall verify maximum ceiling thickness allowed by downlight trim and inform factory if ceiling is thicker than allowed. 6. Electrical Engineer/Contractor to verify compatibility of light source, gear and dimming system. 7. Electrical Engineer/Contractor shall verify all voltage and emergency requirements before placing any orders or proceeding with any work.
F36A	MCN	<ol style="list-style-type: none"> 1. Architect shall verify flange and reflector finish (Clear submitted). 2. Contractor shall install fixture in such manner that wallwash optics face the white board. 3. Contractor shall verify and coordinate luminaire installation and mounting with architectural details, housing type, field conditions, and ceiling system details including ceiling thickness, grid type, and insulation clearance requirements. 4. Contractor shall verify maximum ceiling thickness allowed by downlight trim and inform factory if ceiling is thicker than allowed. 5. Electrical Engineer/Contractor to verify compatibility of light source, gear and dimming system. 6. Electrical Engineer/Contractor shall verify all voltage and emergency requirements before placing any orders or proceeding with any work.
F44 – All Lengths	MCN	<ol style="list-style-type: none"> 1. Architect shall verify trim finish (White finish submitted). 2. Contractor/Architect shall verify and coordinate all other luminaire installation and mounting with architectural details and field conditions (Drywall Trimless provided). 3. Contractor shall verify and coordinate luminaire installation and mounting with architectural details, housing type, field conditions, and ceiling system details including ceiling thickness, grid type, flange, and insulation clearance requirements. 4. Contractor shall verify maximum ceiling thickness allowed by linear slot trim and inform factory if ceiling is thicker than allowed. 5. Fixtures shall have clean, tight butt joints. Light fixture shall appear continuous with no visible light leaks at lens seams. 6. Refer to architectural drawings for fixture length and length of continuous runs. Contractor shall provide an optimal combination of luminaire lengths to provide a continuous run as shown on architectural drawings. HLB has not reviewed lengths submitted against drawings. 7. Contractor shall order all mounting components necessary for installation of luminaire. 8. Electrical Engineer/Contractor to verify compatibility of light source, gear and dimming system. 9. Electrical Engineer/Contractor shall verify all voltage and emergency requirements before placing any orders or proceeding with any work.

3.D.

F44A – All Lengths	MCN	<ol style="list-style-type: none"> 1. Architect shall verify trim finish (White finish submitted). 2. Contractor/Architect shall verify and coordinate all other luminaire installation and mounting with architectural details and field conditions (Drywall Trimless provided). 3. Contractor shall verify and coordinate luminaire installation and mounting with architectural details, housing type, field conditions, and ceiling system details including ceiling thickness, grid type, flange, and insulation clearance requirements. 4. Contractor shall verify maximum ceiling thickness allowed by linear slot trim and inform factory if ceiling is thicker than allowed. 5. Fixtures shall have clean, tight butt joints. Light fixture shall appear continuous with no visible light leaks at lens seams. 6. Refer to architectural drawings for fixture length and length of continuous runs. Contractor shall provide an optimal combination of luminaire lengths to provide a continuous run as shown on architectural drawings. HLB has not reviewed lengths submitted against drawings. 7. Contractor shall order all mounting components necessary for installation of luminaire. 8. Electrical Engineer/Contractor to verify compatibility of light source, gear and dimming system. 9. Electrical Engineer/Contractor shall verify all voltage and emergency requirements before placing any orders or proceeding with any work.
F44B – All Lengths	MCN	<ol style="list-style-type: none"> 1. Architect shall verify trim finish (White finish submitted). 2. Contractor/Architect shall verify and coordinate all other luminaire installation and mounting with architectural details and field conditions (Drywall Trimless provided). 3. Contractor shall verify and coordinate luminaire installation and mounting with architectural details, housing type, field conditions, and ceiling system details including ceiling thickness, grid type, flange, and insulation clearance requirements. 4. Contractor shall verify maximum ceiling thickness allowed by linear slot trim and inform factory if ceiling is thicker than allowed. 5. Fixtures shall have clean, tight butt joints. Light fixture shall appear continuous with no visible light leaks at lens seams. 6. Refer to architectural drawings for fixture length and length of continuous runs. Contractor shall provide an optimal combination of luminaire lengths to provide a continuous run as shown on architectural drawings. HLB has not reviewed lengths submitted against drawings. 7. Contractor shall order all mounting components necessary for installation of luminaire. 8. Electrical Engineer/Contractor to verify compatibility of light source, gear and dimming system. 9. Electrical Engineer/Contractor shall verify all voltage and emergency requirements before placing any orders or proceeding with any work.

F44C – All Lengths	MCN	<ol style="list-style-type: none"> 1. Architect shall verify trim finish (White finish submitted). 2. Contractor/Architect shall verify and coordinate all other luminaire installation and mounting with architectural details and field conditions (Drywall Trimless provided). 3. Contractor shall verify and coordinate luminaire installation and mounting with architectural details, housing type, field conditions, and ceiling system details including ceiling thickness, grid type, flange, and insulation clearance requirements. 4. Contractor shall verify maximum ceiling thickness allowed by linear slot trim and inform factory if ceiling is thicker than allowed. 5. Fixtures shall have clean, tight butt joints. Light fixture shall appear continuous with no visible light leaks at lens seams. 6. Refer to architectural drawings for fixture length and length of continuous runs. Contractor shall provide an optimal combination of luminaire lengths to provide a continuous run as shown on architectural drawings. HLB has not reviewed lengths submitted against drawings. 7. Contractor shall order all mounting components necessary for installation of luminaire. 8. Electrical Engineer/Contractor to verify compatibility of light source, gear and dimming system. 9. Electrical Engineer/Contractor shall verify all voltage and emergency requirements before placing any orders or proceeding with any work.
F45 - All Patterns	MCN + SAI	<ol style="list-style-type: none"> 1. Provide manufacturer's dimensioned shop drawings showing all materials, trim conditions, finishes and components for Lighting Designer and Architect review prior to fabrication. 2. Architect shall verify trim finish (White finish submitted). 3. Contractor/Architect shall verify and coordinate all other luminaire installation and mounting with architectural details and field conditions (Drywall Trimless provided). 4. Fixture shall be provided with illuminated corners. Refer to architectural drawings for fixture length and length of continuous runs. Contractor shall provide an optimal combination of luminaire lengths to provide a continuous run as shown on architectural drawings. HLB has not reviewed lengths submitted against drawings. 5. Contractor shall verify and coordinate luminaire installation and mounting with architectural details, housing type, field conditions, and ceiling system details including ceiling thickness, grid type, flange, and insulation clearance requirements. 6. Contractor shall verify maximum ceiling thickness allowed by linear slot trim and inform factory if ceiling is thicker than allowed. 7. Fixtures shall have clean, tight butt joints. Light fixture shall appear continuous with no visible light leaks at lens seams. 8. Contractor shall order all mounting components necessary for installation of luminaire. 9. Electrical Engineer/Contractor to verify compatibility of light source, gear and dimming system. 10. Electrical Engineer/Contractor shall verify all voltage and emergency requirements before placing any orders or proceeding with any work.

3.D.

F45A	MCN + SAI	<ol style="list-style-type: none"> 1. Provide manufacturer's dimensioned shop drawings showing all materials, trim conditions, finishes and components for Lighting Designer and Architect review prior to fabrication. 2. Architect shall verify trim finish (White finish submitted). 3. Contractor/Architect shall verify and coordinate all other luminaire installation and mounting with architectural details and field conditions (Drywall Trimless provided). 4. Fixture shall be provided with illuminated corners. Refer to architectural drawings for fixture length and length of continuous runs. Contractor shall provide an optimal combination of luminaire lengths to provide a continuous run as shown on architectural drawings. HLB has not reviewed lengths submitted against drawings. 5. Contractor shall verify and coordinate luminaire installation and mounting with architectural details, housing type, field conditions, and ceiling system details including ceiling thickness, grid type, flange, and insulation clearance requirements. 6. Contractor shall verify maximum ceiling thickness allowed by linear slot trim and inform factory if ceiling is thicker than allowed. 7. Fixtures shall have clean, tight butt joints. Light fixture shall appear continuous with no visible light leaks at lens seams. 8. Contractor shall order all mounting components necessary for installation of luminaire. 9. Electrical Engineer/Contractor to verify compatibility of light source, gear and dimming system. 10. Electrical Engineer/Contractor shall verify all voltage and emergency requirements before placing any orders or proceeding with any work.
F46	MCN	<ol style="list-style-type: none"> 1. Architect shall verify fixture finish (White submitted). 1. Refer to architectural drawings for suspension height AFF. Provide suspension length or sufficient length of field-adjustable suspension as required. Do not trim cables until mounting height is reviewed on site by Architect. Luminaire shall be mounted over a recessed junction/surface mounted box (by electrician). 2. Contractor shall verify and coordinate all other luminaire installation and mounting with architectural details and field conditions. Contractor shall order all mounting components necessary for installation of luminaire. 3. Electrical Engineer/Contractor to verify compatibility of light source, gear and dimming system. 4. Electrical Engineer/Contractor shall verify all voltage and emergency requirements before placing any orders or proceeding with any work.

3.D.

EX13	R&R	<ol style="list-style-type: none"> 1. Fixture provided does not meet performance specification. Provide Weef #131-9984 catalogue number in lieu of #131-9996. 2. Architect shall verify fixture finish. 3. Refer to architectural drawings and elevations for fixture mounting height AFF – Luminaire shall be mounted over a recessed junction box. 4. Contractor shall verify and coordinate fixture installation and mounting with architecture details and field conditions. Contractor shall provide all mounting hardware and accessories as required for a complete and approved installation. 5. Contractor shall order all mounting components necessary for installation of luminaire. Fixture installation shall be neat and clean – confirm all conduit runs with architect. 6. Electrical Engineer/Contractor to verify compatibility of light source, gear and dimming system. 7. Electrical Engineer/Contractor shall verify all voltage and emergency requirements before placing any orders or proceeding with any work.
EX14	R&R	<ol style="list-style-type: none"> 1. Refer to attached markup for fixture output and quantities of each. 2. Architect shall verify fixture and pole finishes. 3. Refer to base and anchorage detail to concrete base by Professional Engineer (PE). Provide pole to meet local and AASHTO requirements for EPA of fixture configuration. 4. Contractor shall verify and coordinate fixture installation and mounting with architecture details and field conditions. Contractor shall provide all mounting hardware and accessories as required for a complete and approved installation. 5. Architect shall verify fixture, pole and mounting finishes. 6. Electrical Engineer/Contractor to verify compatibility of light source, gear and dimming system. 7. Electrical Engineer/Contractor shall verify all voltage and emergency requirements before placing any orders or proceeding with any work.
EX15	MCN	<ol style="list-style-type: none"> 1. Architect shall verify fixture finish. 2. Refer to architectural drawings and elevations for fixture mounting height AFF – Luminaire shall be installed with a recessed back box suitable for installation against insulation material. 3. Contractor shall verify and coordinate luminaire installation and mounting with architectural details, field conditions, and wall system details including wall thickness, wall type, flange, and insulation clearance requirements. 4. Locate remote gear in a secure, concealed, accessible, and well-ventilated location in compliance with manufacturer's instructions. 5. Contractor/manufacturer shall coordinate remote gear size, location, and wire gauge for <2% voltage drop over entire length of run. 6. Electrical Engineer/Contractor to verify compatibility of light source, gear and dimming system. 7. Electrical Engineer/Contractor shall verify all voltage and emergency requirements before placing any orders or proceeding with any work.

3.D.

EX16	MCN	<ol style="list-style-type: none"> 1. Architect shall verify fixture finish. 2. Refer to architectural drawings and elevations for fixture mounting height AFF – Luminaire shall be installed with a recessed back box suitable for installation against insulation material. 3. Contractor shall verify and coordinate luminaire installation and mounting with architectural details, field conditions, and wall system details including wall thickness, wall type, flange, and insulation clearance requirements. 4. Locate remote gear in a secure, concealed, accessible, and well-ventilated location in compliance with manufacturer's instructions. 5. Contractor/manufacturer shall coordinate remote gear size, location, and wire gauge for <2% voltage drop over entire length of run. 6. Electrical Engineer/Contractor to verify compatibility of light source, gear and dimming system. 7. Electrical Engineer/Contractor shall verify all voltage and emergency requirements before placing any orders or proceeding with any work.
EBU	NSHLB	1. Fixture not specified by HLB.
EXIT-SF	NSHLB	1. Fixture not specified by HLB.
EXIT-DF	NSHLB	1. Fixture not specified by HLB.

NOTES:

1. All voltages shall be confirmed with electrical drawings.
2. All recessed downlights shall have same reflector color – semi-specular clear alzak, unless otherwise noted.
3. All fixtures intended to be concealed in a cove shall be mounted in such a way to be out of view.
4. Provide lamps as shown on fixture schedule, unless otherwise noted.
5. Structural support of fixtures shall be verified by the contractor.
6. Contractor shall verify lamp/ballast compatibility prior to ordering lamps.
7. For recessed fixtures, contractor shall verify and coordinate mounting with architectural details and materials, plenum depth, and housing size.
8. Contractor shall provide all parts and components necessary for installation. Contractor shall verify with Architect and Lighting Designer, if any part/component required for installation is exposed.
9. HLB reviewed marked catalog numbers on fixture cuts only; Contractor is responsible for accurate fixture quantity take-offs.

Fixture Type	Image	Manufacturer and Product	Description	Attributes	Notes
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1. Provide lighting luminaire shop drawings for Lighting Consultant, Architect, and Owner approval prior to fabrication. For all continuous run luminaires, including track, manufacturer shall submit a layout drawing for run lengths specified on architectural drawings during submittal review for Lighting Designer and Architect approval prior to fabrication.
2. Architect shall verify all luminaire trim, flange, pole and any other visible accessories/hardware finishes. All visible conduit, junction boxes, gear containers, etc. shall be painted to match adjacent surfaces (Architect to verify).
3. Refer to electrical drawings for voltage information. Electrical contractor shall verify all voltages with Electrical Engineer before placing any orders or proceeding with any work.
5. Contractor shall verify and coordinate recessed luminaire installation and mounting with architectural details, housing type, field conditions, and ceiling system details including grid type and flange requirements such that there are no light leaks between luminaire and ceiling system and luminaire can accommodate ceiling thickness.
6. Contractor to verify and coordinate all other luminaire installation and mounting with architectural details and field conditions.
7. Contractor shall verify mounting details with architect and/or architectural drawings and order all mounting components necessary for installation of luminaire at no additional cost, even if such components are not specifically called for in the contract documents.
8. Provide adequate and sturdy support for each lighting luminaire. Contractor shall be responsible for verifying weight and mounting method of all luminaires and furnish and install suitable supports. Luminaire mounting assemblies shall comply with all local seismic codes and regulations.
9. Provide all lighting luminaires as shown complete with all light sources, completely wired, controlled and securely attached to supports.
10. Where both narrative and/or pictorial luminaire descriptions are provided, the written description shall take precedence and prevail. Contractor to confirm via RFI process with lighting designer and architect.
11. Locations of luminaires are shown diagrammatically. Verify exact location and spacing with architectural drawings and designer at the site during installation. Notify Owner about field conditions at variance with Contract Documents before commencing installation.
12. At the completion of construction, clean lenses and reflectors of all lighting luminaires so as to render them free of any material, substance or film foreign to the luminaire. Blemished, damaged, or unsatisfactory luminaires shall be replaced in a satisfactory manner.
13. Contractor shall review existing circuiting, verify new loads and panel capacity. Contractor shall notify Owner if a conflict between design documents and field conditions occur.
14. Contractor shall refer to electrical drawings for information on controls and dimming requirements, and coordinate luminaire and control accessories required for a fully functioning system.
15. Contractor to provide line item pricing per luminaire type with labor and installation shown as separate line items.
16. For all adjustable luminaires provide labor and materials for final aiming and locking of all adjustable luminaires under the Architect's supervision. Aiming shall take place immediately before building is turned over to Owner, after regular working hours where required. Contractor shall coordinate necessary personnel and equipment.
17. All luminaires shall have a minimum 3-year warranty.
18. All lighting systems shall be ordered with necessary gear, power feeds and mounting accessories as required for installation of a complete system.
19. Locate remote gear in a secure, concealed, accessible and well-ventilated location in compliance with manufacturer's directions.
20. All luminaires and workmanship shall be guaranteed free of defects and fully operational for a minimum of one year after the acceptance of the project by the Owner unless otherwise indicated in the specifications. Any luminaires or workmanship found to be defective during the warranty period shall either be fixed or replaced by the Contractor at no cost to the Owner.
21. The lighting luminaires and workmanship must be in accordance with and meet the standards and regulations of the following: Underwriters Laboratories, National Electric Code, & Local Building and Life Safety Code Agencies.
22. Replace all burned-out or inoperative sources and gear in all luminaires before the building is accepted by the Owner so that all lighting luminaires will be in first class operating condition.
23. For pendant mounted luminaires provide adequate cord length to suspend luminaires at heights shown on architectural drawings or indicated in the lighting fixture schedule.
24. Electrical contractor shall field-verify each run length of continuous fixtures prior to ordering.

3.D.

November 3, 2022

WILLIAM RAWN ASSOCIATES, Architects Inc.
27 School Street
BOSTON, MA 02108

Project:
BROOKLINE HIGH SCHOOL - 3RD FLOOR RENOVATIONS & QUAD REPAIRS
115 Greenough Street
BROOKLINE, MA 02445

PCO #56

OBJECT:
EEC - Electrical.
Per Field Bulletin 29: Back Stage Wall Receptacles Demo.

Item #	DESCRIPTION	Unit	QTY	\$ / unit	Subtotal	Subtotal	TOTAL
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Quote:

See EEC's Quote / PCO#12, dated 10/25/22

LS 1 \$1,114.19 \$1,114.19

Materials: ADD

N/A

Labor: ADD

N/A

Subtotal				<u>\$1,114.19</u>
G.C. Fees (5%) - ADD	%	5.00%		<u>\$55.71</u>
				\$1,169.90
Bond Fee (1.5%) - ADD	%	1.50%		<u>\$17.55</u>
TOTAL				\$1,187.45

SAY: \$1,187.00

TOTAL ADD AMOUNT: One Thousand One Hundred Eighty Seven Dollars.

Sincerely,

Alex Galanos - Project Manager
Lambrian Construction, Corp

Recommended for approval by the Town of Brookline
2/2/23

Andy Jonic
William Rawn Associates





October 25, 2022

Alex Galanos
Lambrian Construction Co.
420 Turnpike St,
Canton, MA 02021

RE: Brookline High School 3rd Floor – Job #122000
Proposal #12

Dear Alex:

Energy Electric is pleased to provide pricing to perform the following revisions to our scope of work:

- o Removal of Existing receptacles, backboxes, and wiring (8)

Our costs associated with additional work stated above:

\$1,114.19

Thank you for the opportunity to be of service, please contact me directly with any questions or additional information needed for this proposal.

Sincerely,

Dane Hanson
Project Manager

cc: File

Change Order Proposal

Date: 10/25/2022P.C.O. No: 12To: Alex Galanos
Lambrian Construction
Phone: 781.801.0741Fax: RE: Remove Receptacles from Stage

Attn: Email:

	<u>Materials</u>	<u>Labor</u>
Remove Receptacles, Boxes, Wiring from Stage		6.00
Excludes: Demolish Conduit		
subtotals	\$0.00	6
Material		\$0.00
Tax		\$0.00
Electrician		\$868.20
Foreman		\$144.70
OH&P		\$101.29
Total this Change Order Proposa		\$1,114.19

3.D.

LAMBRIAN CONSTRUCTION Corp.

General Contractors

420 Turnpike Street - CANTON, MA 02021

Tel: (781) 461-1100 / Fax: (781) 461-9885

November 21, 2022

WILLIAM RAWN ASSOCIATES, Architects Inc.
27 School Street
BOSTON, MA 02108

Project:

BROOKLINE HIGH SCHOOL - 3RD FLOOR RENOVATIONS & QUAD REPAIRS
115 Greenough Street
BROOKLINE, MA 02445

PCO #59

OBJECT:

C.M. CONWAY

Remove & Dispose of Restricted soil to Bourne Landfill.

Item #	DESCRIPTION	Unit	QTY	\$ / unit	Subtotal	Subtotal	TOTAL
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Quote:

See C.M. CONWAY's quote, per PCO#13, WO#010565, dated
10/07/22

LS 1 \$6,170.07 \$6,170.07

Materials: ADD

N/A

Labor: ADD

N/A

Subtotal					<u>\$6,170.07</u>
G.C. Fees (5%) - ADD	%	5.00%			<u>\$308.50</u>
					\$6,478.57
Bond Fee (1.5%) - ADD	%	1.50%			<u>\$97.18</u>
					\$6,575.75
TOTAL					

SAY: \$6,756.00

TOTAL ADD AMOUNT: Six Thousand Seven Hundred Fifty Six Dollars.

Sincerely,

Alex Galanos - Project Manager
Lambrian Construction, Corp



1/5/23
Andrew Jonic, AIA
William Rawn Associates, Architects Inc.
Recommended for Town Approval


EXCAVATORS ● EQUIPMENT RENTALS

P.O. Box 14 Lynnfield, MA 01940

 TEL: 781-334-2368
 FAX: 781-334-4642
 ccmconway@aol.com

November 2, 2022

 Lambrian Construction Corp.
 420 Turnpike Street
 Canton, MA 02021

ATTN: Alex Galanos

RE: T & M

Remove & dispose of restricted soil to Bourne landfill. Safety for truck entering & exit clean-up

WORK ORDER # 010565

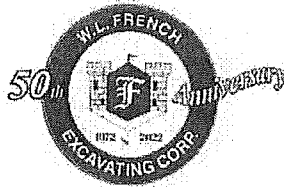
DATE: October 7, 2022

PCO # 013

1.) Cat Excavator	8.0 hrs. @ \$300.00 per hr.	\$2,400.00
2.) Laborers	8.0 hrs. ea. @ 95.00 per hr.	\$ 760.00
3.) Dump truck	8.0 hrs. @ \$125.00 per hr.	\$1,000.00
4.) Loads to dump 2 loads		\$1,449.15
5.) Sub-total:		\$5,609.15
6.) O H & P		\$ 560.92
7.) TOTAL		\$6,170.07

WE MOVE BOSTON

3.D.



INVOICE

BILLED TO:

C. M. Conway Construction, Inc
6 Daventry Court
P. O. Box 14
Lynnfield, MA 01940

Invoice No.	2001865
Invoice Date	10/19/2022
Terms	NET30
Due Date	11/18/2022

Services Provided By W. L. French Excavating For:

Project Name	Brookline High School - Crtyrd
Project Address	22 Tappan Street
	Brookline, MA 02445
Client Reference	

WLF Project No.	T22-1291
Project Manager	Dan Walsh
Email Address	dwalsh@wlfrench.com

Reminder: Please Place Truck Orders By 11AM

DESCRIPTION	QUANTITY	U / M	UNIT PRICE	PRICE
Transportation Only of soil to Bourne Landfill via Six-Wheeler on 10/7/2022 [2] Loads	2.00	LD	540.00	1,080.00
Disposal only of soil at Bourne Landfill on 10/7/2022 [2] Loads	16.05	TON	23.00	369.15

Fuel Surcharge Applies

Price increase effective March 14th, 2022. Fuel surcharges will be assessed to all Trucking Contracts based on the current daily increase in fuel costs. Please see your executed contract and attached notice for more information.

SUBTOTAL	1,449.15
MA SALES TAX	0.00
TOTAL AMOUNT DUE	1,449.15

Please Forward All Lien Waivers via email to: lienwaivers@wlfrench.com
Please Note Interest Fees Charged For Past Due Accounts: 1.5% Monthly, 18% Annually

14 STERLING ROAD NORTH BILLERICA, MA 01862
Main Phone 978.663.2623 Facsimile 978.663.5240 wlfrench.com

C. M. Conway Construction, Inc.
P.O. Box 14
Lynnfield, MA 01940

3.D.

JOBS INVOICES

010565

Office 781-334-2368 Fax 781-334-4642
email ccmconway@aol.com

TO

Lambrian Construction
420 Tulare Street
Canton, Ma

TERMS:

T+M

PHONE	DATE OF ORDER 11/7/22
ORDER TAKEN BY Bob Cunniff	CUSTOMER'S ORDER NUMBER
<input type="checkbox"/> DAY WORK <input type="checkbox"/> CONTRACT <input checked="" type="checkbox"/> EXTRA	
JOB NAME/NUMBER Brookline High School	
JOB LOCATION Brookline, MA	
JOB PHONE	STARTING DATE 11/7/22

[illegible]

Thank You

3.D.

TOWN OF BOURNE-ISWM
BUZZARDS BAY, MA 02532
(508) 759-0639 (SCALEHOUSE)

INBOUND CHARGE

002225 W.L. French Excavation Corp
14 Sterling Rd
N. Billerica MA 01862

Scale 1 Gross Wt. 30100 LB
Scale 2 Tare Wt. 15600 LB
Net Weight 14500 LB

SITE	TICKET	GRID		WEIGHMASTER	
02	01148462	1C31		Jane	
DATE IN	DATE OUT	TIME IN	TIME OUT	VEHICLE	ROLL OFF
10/07/22	10/07/22	09:05	09:24		
REFERENCE			ORIGIN		
ABC TRK 1			BROOKLINE		

QTY.	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
7.25	TON	Cover Soils IN				

Commercial Hours: Monday thru Friday 7am to 4pm
Saturdays from 7 am to Noon
MAKE CHECKS PAYABLE TO: TOWN OF BOURNE ISWM
ABSOLUTELY NO HAZARDOUS WASTE WHATSOEVER ACCEPTED!!!!!!!!!!!!
COMMENT BROOKLINE HIGH SCHOOL SE 354

NET AMOUNT
TENDERED
CHANGE
CHECK NO.

WW6T1 TO REORDER FORMS PLEASE VISIT WWW.WASTEWORKS.COM

SIGNATURE _____

TOWN OF BOURNE-ISWM
BUZZARDS BAY, MA 02532
(508) 759-0639 (SCALEHOUSE)

INBOUND CHARGE

002225 W.L. French Excavation Corp
14 Sterling Rd
N. Billerica MA 01862

SITE		TICKET		GRID		WEIGHMASTER	
02		01148567		1C31		Jane	
DATE IN		DATE OUT		TIME IN		TIME OUT	
10/07/22		10/07/22		12:54		13:12	
REFERENCE				ORIGIN			
ABC TRK 1				BROOKLINE			

Scale 1 Gross Wt. 33040 LB
Scale 2 Tare Wt. 15440 LB
Net Weight 17600 LB

QTY	UNIT	DESCRIPTION	RATE	EXTENSION	FEE	TOTAL
8.80	TON	Cover Soils IN				

Commercial Hours: Monday thru Friday 7am to 4pm
Saturdays from 7 am to Noon
MAKE CHECKS PAYABLE TO: TOWN OF BOURNE ISWM
ABSOLUTELY NO HAZARDOUS WASTE WHATSOEVER ACCEPTED!!!!!!!!!!!!
COMMENT BROOKLINE HIGH SCHOOL SE 354

NET AMOUNT
TENDERED
CHANGE
CHECK NO

WW6T1 TO REORDER FORMS PLEASE VISIT WWW.WASTEWORKS.COM

SIGNATURE _____



14 STERLING ROAD N. BILLERICA, MA. 01862
TELEPHONE [978] 663-2623 FAX [978] 663-5240
WWW.WLFRENCH.COM

Date 08/26/2017
For City Council - Community Eng.
Job Boston Housing - Program Mgr

Operator

Truck # 92002-111-0341-5 Hrs. 15

Trailer _____ Hrs.

Machine _____ Hrs.

Sand _____

Fill _____

Gravel _____ SIGNED BY _____

LOAD NO.

SIGNED BY

287029

THINK SAFETY
DRINK SAFELY

Not responsible for any damage on deliveries inside curb line.

No claims allowed unless material is delivered and signed

Pull over to dial on your cell ph

3.D.

LAMBRIAN CONSTRUCTION Corp.

General Contractors

420 Turnpike Street - CANTON, MA 02021

Tel: (781) 461-1100 / Fax: (781) 461-9885

January 12, 2023

WILLIAM RAWN ASSOCIATES, Architects Inc.

27 School Street

BOSTON, MA 02108

Project:

BROOKLINE HIGH SCHOOL - 3RD FLOOR RENOVATIONS & QUAD REPAIRS

115 Greenough Street

BROOKLINE, MA 02445

PCO #61R

OBJECT:

Revised

Energy Electrical Contractors

Remove and Replace corridor lights @ west wing, per Field Bulletin 28.

Item #	DESCRIPTION	Unit	QTY	\$ / unit	Subtotal	Subtotal	TOTAL
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Quote:

See EEC quote, per Proposal 15 REV01, dated 01/12/2023

LS

1

\$12,091.00

\$12,091.00

Materials: ADD

N/A

Labor: ADD

N/A

Subtotal

\$12,091.00

G.C. Fees (5%) - ADD

%

5.00%

\$604.55

\$12,695.55

Bond Fee (1.5%) - ADD

%

1.50%

\$190.43

TOTAL

\$12,885.98


SAY: \$12,886.00

TOTAL ADD AMOUNT: Twelve Thousand Eight Hundred Eighty Six Dollars.

Sincerely,

Alex Galanos - Project Manager

Lambrian Construction, Corp



1/14/23

Andrew Jonic, AIA

William Rawn Associates, Architects Inc.

Recommended for Town Approval



January 12, 2023

Alex Galanos
Lambrian Construction Co.
420 Turnpike St,
Canton, MA 02021

RE: Brookline High School 3rd Floor – Job #122000
Proposal #15 – REV 01

Dear Alex:

Energy Electric is pleased to provide pricing to perform the following revisions to our scope of work:

- Field Bulletin #028 Corridor Lighting Revision.
 - Furnish and Install (28) Wafer Down Lights as shown in Bulletin.
 - Furnish and Install (28) Metal In Fill Panels as shown in Bulletin.
 - Replacement of Ceiling Tiles is By Others and Not Included in This Proposal.
 - This proposal is priced at straight time. If it is deemed necessary to complete this work after-hours additional costs will be incurred.
 - Any modification or revision of ceiling grid, if required, is by others and not included in this cost proposal.

Our costs associated with additional work stated above: **\$12,091.00**

Thank you for the opportunity to be of service, please contact me directly with any questions or additional information needed for this proposal. Please provide written direction of approval to proceed with this additional work.

Sincerely,

Timothy S Caggiano

Timothy S. Caggiano
Director of Operations

cc: File

740 Quaker Highway, Uxbridge, MA 01569
508.278.3200 / 508.278.3229 fax

3.D.

Date: 1/12/2023

P.C.O. No: 15 - REV01

To: Lambrian Construction Corp.
420 Turnpike Street
Canton, MA 02021

Phone: 781.801.0741
Fax:

RE: Field Bulletin #028 - Corridor Lighting

Attn: Alex Galanos **Email:** agalanos@lambrian.com

	Qty	Mtl Unit	Labor Unit	Material Cost	Labor Hrs.
Installation of New Down Lights	28	\$ 39.50	1	\$ 1,106.00	28.00
Receive, Deliver to Job Site, Prep for install	28	\$ -	0.25	\$ -	7.00
Misc. Traffic Materials	1	\$ 630.00		\$ 630.00	0.00
Furnish & Install Metal Pans	28	\$ 5.00	1	\$ 140.00	28.00
This proposal is priced at Straight Time If work is to be completed after normal business hours additional costs will be incurred.					
subtotals				\$1,876.00	63
Material					\$1,876.00
Tax					\$0.00
Electrician				\$ 144.70	\$9,116.10
OH&P				10.00%	\$1,099.21
Total this Change Order Proposal:					\$12,091.31



Change Order - Quotation

TO:
 ENERGY ELEC, UXBRIDGE, MA
 740 QUAKER HIGHWAY
 UXBRIDGE, MA 01569

Project: BROOKLINE HS 3RD FLR RENO
Date: 11/16/22
PO #: 185212
Change #: 24
Freight in Exempt : No

Material Change: **1,246.00**

Change Type	Quantity	Description	Unit or Lot#	Unit Price	Ext Price	Change Amt
✓ DL ADD/REV	28	WF4-LED-27K30K35K-MVOLT-90CRI-MW -M6		39.500/EA	1,106.00	1,106.00
	<u>Prev Qty</u>	<u>Change Qty</u>	<u>New Qty</u>			
	0	28	28			
	** Price changed from 0.000 to 39.500 **					
	** Quantity changed from 0 to 28 **					
✓ DL ADD/REV	28	WF8643PANU NEW CONSTRUCTION PLATE		5.000/EA	140.00	140.00
	<u>Prev Qty</u>	<u>Change Qty</u>	<u>New Qty</u>			
	0	28	28			
	** New Item **					

Total	1246.00
--------------	----------------

From:
 NEEDHAM ELECTRIC SUPPLY
 PHONE 800-244-6980
 5 SHAWMUT ROAD
 CANTON, MA 02021
 Printed By: Mike Gordon-L x1028

Authorizing Name: Mike Gordon-L x1028
 File Number: 14419
 DOWNLIGHT ADDER/REV

These items are not ordered! To complete this order, sign below and provide a PO # for the order.

Signature: _____

3.D.

ITEM	Straight Time	Time + 1/2	Double Time
Base Wage Rate per hour	91.14	136.71	182.28
Federal Tax (0.8%) <i>employer tax</i>	0.73	1.09	1.46
OASDI Social Security Tax (6.2%) <i>employer tax</i>	5.65	8.48	11.30
Medicare Tax (1.45%) <i>employer tax</i>	1.32	1.98	2.64
Employer Unemployment (5.1%) <i>employer tax</i>	4.65	8.46	11.28
Job Development Training (.54%)	0.49	0.74	0.98
Workers Comp (4.67%)	4.26	6.38	8.51
Burden	36.46	36.46	36.46
Subtotal	144.70	200.31	254.92
10% profit mark up	14.47	20.03	25.49
TOTAL	159.17	220.34	280.41

Alex Galanos

From: Andrew Jonic <AJonic@rawnarch.com>
Sent: Tuesday, January 17, 2023 7:32 PM
To: Alex Galanos
Cc: Tony Guigli; Jim Lambrianidis; James Cusolito; Tim Caggiano
Subject: RE: BROOKLINE_ PCO69 - RFI154 Wiremold Raceway Rm 352 - Response.

Thanks Alex. We recommend approval of PCO69 by the Town of Brookline.

Andy

Andrew Jonic AIA
Associate Principal
c. 617.548.4275

WILLIAM RAWN ASSOCIATES | Architects, Inc.

27 School Street
Second Floor
Boston, MA 02108
t. 617.423.3470
www.rawnarch.com

From: Alex Galanos <agalanos@lambrian.com>
Sent: Tuesday, January 17, 2023 4:38 PM
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Subject: FW: BROOKLINE_ PCO69 - RFI154 Wiremold Raceway Rm 352 - Response.

[External]

Andrew,

Please see EEC's response on your comments.

Thank you,

ALEX GALANOS
Project Manager / Estimator

Lambrian Construction Corp.
420 Turnpike Street
Canton, MA 02021
T. 781-461-1100
F. 781-461-9885



3.D.

From: Tim Caggiano <TCaggiano@eecne.com>
Sent: Tuesday, January 17, 2023 4:35 PM
To: Alex Galanos <agalanos@lambrian.com>
Cc: Mike Sacco <msacco@eecne.com>; Jim Lambrianidis <jlambrianidis@lambrian.com>; James Cusolito <jcusolito@lambrian.com>
Subject: Re: BROOKLINE_ PCO69 - RFI154 Wiremold Raceway Rm 352 - Response.

Alex

We are not charging to install
The outlets. We are charging labor to install the wire mold raceway and wire mold
Components that support the outlets. The cost of outlets and wiring is not included in this proposal.

Tim Caggiano
(781) 636-8059
Sent from my iPhone

On Jan 17, 2023, at 4:05 PM, Alex Galanos <agalanos@lambrian.com> wrote:

**This message originated from an External Source. Please use caution when opening
Link or Attachments.**

Tim,

Please review response from Architect on your attached PCO#19 and get back to me.
Resubmit as necessary.

Let me know if you have any questions.

Thank you,

ALEX GALANOS
Project Manager / Estimator

Lambrian Construction Corp.
420 Turnpike Street
Canton, MA 02021
T. 781-461-1100
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<image005.png>

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Subject: RE: BROOKLINE_ PCO65 - PCOP66 - PCO67

Alex,

3.D.

There are 4 duplex outlets (base contract documents) that have been changed from installation in gwb to wiremold. Why is the Town being charged for labor to install the same 4 outlets in wiremold?

<image003.png>

Andrew Jonic AIA
Associate Principal
c. 617.548.4275

<image004.png>

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Second Floor
Boston, MA 02108
t. 617.423.3470
www.rawnarch.com

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[External]

Andrew,

I do not understand your comment?
This is per RFI154 response.
No work has been performed yet. EE is waiting for this PCO to be approved to order material and complete installation.

Thank you,

ALEX GALANOS
Project Manager / Estimator

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T. 781-461-1100
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Alex,

We recommend approval of the material costs, but not the labor costs. Energy did not install the (4) outlets, back boxes, wiring, etc.

Andy

Andrew Jonic AIA
Associate Principal
c. 617.548.4275

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t. 617.423.3470
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Subject: RE: BROOKLINE_ PCO65 - PCOP66 - PCO67

[External]

Andrew,

Please review attached PCOs:

1. PCO69 – Per RF1154: Wiremold Raceway @ rm 352

Thank you,

ALEX GALANOS
Project Manager / Estimator

Lambrian Construction Corp.
420 Turnpike Street
Canton, MA 02021
T. 781-461-1100
F. 781-461-9885

<image005.png>

3.D.

<\$\$\$ PCO #19 - RFI #154.pdf>

<RFI 154-ELEC_Countertop_Rec - Response (1).pdf>

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ALEX GALANOS
Project Manager / Estimator

Lambrian Construction Corp.
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T. 781-461-1100
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[External]

Andrew,

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This is per RF1154 response.
No work has been performed yet. EE is waiting for this PCO to be approved to order material and complete installation.

Thank you,

ALEX GALANOS
Project Manager / Estimator

Lambrian Construction Corp.
420 Turnpike Street
Canton, MA 02021
T. 781-461-1100
F. 781-461-9885

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Subject: RE: BROOKLINE_ PCO65 - PCOP66 - PCO67

[External]

Andrew,

Please review attached PCOs:

1. PCO69 – Per RFI154: Wiremold Raceway @ rm 352

Thank you,

ALEX GALANOS
Project Manager / Estimator

Lambrian Construction Corp.
420 Turnpike Street
Canton, MA 02021
T. 781-461-1100
F. 781-461-9885

<image005.png>

3.D.

<\$\$\$ PCO #19 - RFI #154.pdf>

<RFI 154-ELEC_Countertop_Rec - Response (1).pdf>

January 17, 2023

WILLIAM RAWN ASSOCIATES, Architects Inc.
 27 School Street
 BOSTON, MA 02108

Project:
BROOKLINE HIGH SCHOOL - 3RD FLOOR RENOVATIONS & QUAD REPAIRS
 115 Greenough Street
 BROOKLINE , MA 02445

PCO #69

OBJECT:
Energy Electric Co. Inc.
Per RFI#154 Response - Furnish and Install Wiremold Raceway on East Walls @ Classroom 352

Item #	DESCRIPTION	Unit	QTY	\$ / unit	Subtotal	Subtotal	TOTAL
--------	-------------	------	-----	-----------	----------	----------	-------

Quote:

See EEC's proposal #19, dated 01/13/23	LS	1	\$4,322.00	\$4,322.00
--	----	---	------------	------------

Materials: ADD

N/A

Labor: ADD

N/A

	Subtotal			\$4,322.00
G.C. Fees (5%) - ADD	%	5.00%		\$216.10
				\$4,538.10
Bond Fee (1.5%) - ADD	%	1.50%		\$68.07
	TOTAL			\$4,606.17

SAY: \$4,606.00

TOTAL ADD AMOUNT: Four Thousand Six Hundred Six Dollars.

Sincerely,

Alex Galanos - Project Manager
Lambrian Construction, Corp



January 13, 2023

Alex Galanos
Lambrian Construction Co.
420 Turnpike St,
Canton, MA 02021

RE: Brookline High School 3rd Floor – Job #122000
Proposal #19

Dear Alex:

Energy Electric is pleased to provide pricing to perform the following revisions to our scope of work:

- RFI #154 – Furnish and Install Wiremold Raceway on East Wall of Classroom 352.
 - This proposal is priced at straight time. If it is deemed necessary to complete this work after-hours additional costs will be incurred.
 - Any modification or revision of Epoxy Counter Tops to allow for installation of devices is by others and not included in this cost proposal.
 - This proposal includes costs for furnish and install of wiremold raceway only. Devices and wiring are included in base scope of work and do not reflect added costs to project.

Our costs associated with additional work stated above: **\$4,322.00**

Thank you for the opportunity to be of service, please contact me directly with any questions or additional information needed for this proposal. Please provide written direction of approval to proceed with this additional work.

Sincerely,

Timothy S Caggiano

Timothy S. Caggiano
Director of Operations

cc: File

3.D.

Date: 1/13/2023

P.C.O. No: 19

To: Lambrian Construction Corp.
420 Turnpike Street
Canton, MA 02021

Phone: 781.801.0741
Fax:

RE: RFI #154 - Wiremold in Class Room 352
East Wall

Attn: Alex Galanos **Email:** agalanos@lambrian.com

	Qty	Mtl Unit	Labor Unit	Material Cost	Labor Hrs.
WM V4000B-10 Ivory Base Raceway	30	\$ 5.92		\$ 177.60	0.00
WM V4000C Ivory Cover	30	\$ 3.38		\$ 101.40	0.00
WM V40001A Couplings	4	\$ 6.44		\$ 25.76	0.00
WM V4020B Ivory Blank End Fittings	1	\$ 8.44		\$ 8.44	0.00
WMV4010DFO Entrance End Fitting	1	\$ 31.43		\$ 31.43	0.00
WM V4011 Ivory Flat Elbow	1	\$ 33.15	8	\$ 33.15	8.00
WM V4047C01 1G Ivory Device Plate	4	\$ 9.85		\$ 39.40	0.00
WM V4047RX 2G Ivory Cover Plate	4	\$ 9.85	0	\$ 39.40	0.00
Labor to Install Wiremold Raceway	1		16	\$ -	16.00
subtotals				\$456.58	24
Material					\$456.58
Tax					\$0.00
Electrician				\$ 144.70	\$3,472.80
OH&P				10.00%	\$392.94
Total this Change Order Proposal:					\$4,322.32

This proposal is priced at Straight Time
 If work is to be completed after normal
 business hours additional costs will be
 incurred.

3.D.



N ATTLEBORO NEEDHAM ELECTRIC SUPPLY
 344 JOHN DIETSCH BOULEVARD
 NORTH ATTLEBORO, MA 02763
 Phone 508-699-4256
 Fax 508-809-6561



Quotation

EXPIRATION DATE	QUOTE NUMBER
01/28/2023	S5977966
N ATTLEBORO NEEDHAM ELECTRIC SUPPLY 344 JOHN DIETSCH BOULEVARD NORTH ATTLEBORO, MA 02763 Phone 508-699-4256 Fax 508-809-6561	
PAGE NO. 1 of 1	

QUOTE TO:

SHIP TO:

ENERGY ELECTRIC CO., INC.
 740 QUAKER HIGHWAY
 UXBRIDGE, MA 01569

ENERGY ELECTRIC CO., INC.
 740 QUAKER HIGHWAY.
 UXBRIDGE, MA 01569

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON		
96214	BROOKLINE HS		Casey Rhoades OSR		
WRITER		SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Laurence Choiniere X2300		OT14	Net 60 Days No SC	01/13/2023	No
ORDER QTY	DESCRIPTION		UNIT PRICE	EXT PRICE	
30ft	WM V4000B-10 IVY RACEWAY BASE		5.920/ea	177.60	
25ft	WM V4000C IVY RACEWAY COVER		3.380/ea	84.50	
4ea	WM 4001A COUPLING		6.440/ea	25.76	
2ea	WM V4010B IVY BLANK END FITTING		8.400/ea	16.80	
1ea	WM V4010DFO FIBER READY ENT END FTG		31.430/ea	31.43	
1ea	WM V4011 IVY FLAT ELBOW		33.150/ea	33.15	
4ea	WM V4047C-1 1G IVY DEVICE PLATE		9.850/ea	39.40	
4ea	WM V4047RX 2G IVY COVER PLATE		9.850/ea	39.40	
Quotation does not include Sales Tax. Orders are subject to WESCO's Terms & Conditions https://www.wesco.com/doing-business-with-us			Subtotal	448.04	
			S&H Charges	0.00	
			Amount Due	448.04	



Lambrian Construction Corp.
 420 Turnpike Street
 Canton, Massachusetts 02021
 P: (781) 461-1100
 F: 781 461-9885

**Project: 22-009 BROOKLINE High School Expansion -
 3rd Floor Renovation & Quad Repairs**
 115 Greenough Street
 BROOKLINE, Massachusetts 02445

RFI #154: ELEC_ Countertop Receptacle @ Rm 352 East wall

Status	Open		
To	Submittals Admin WRA (William Raw Associates, Architects Inc.)	From	Alexandre Galanos (Lambrian Construction Corp.) 420 Turnpike Street Canton, Massachusetts 02021
Date Initiated	Dec 29, 2022	Due Date	Jan 3, 2023
Location	Project Stage		
Cost Impact	Schedule Impact		
Spec Section	Cost Code		
Drawing Number	Reference		
Linked Drawings			
Received From	Alexandre Galanos (Lambrian Construction Corp.)		
Copies To	Mark Borreliz (William Raw Associates, Architects Inc.), Timothy Caggiano (ENERGY ELECTRIC CO, Inc.), James Cusolito (Lambrian Construction Corp.), Colleen DeMatta (William Raw Associates, Architects Inc.), Theodore Eliopoulos (Lambrian Construction Corp.), Alexandre Galanos (Lambrian Construction Corp.), Tony Guigli (TOWN OF BROOKLINE), Andrew Jonic (William Raw Associates, Architects Inc.), Paul Kalous (Hill International, Inc.), James Lambrianidis (Lambrian Construction Corp.), Mark Sacco (TOWN OF BROOKLINE), Mike Sacco (ENERGY ELECTRIC CO, Inc.), Andy Vo (Hill International, Inc.), Martin Warrington (Hill International, Inc.), Robert Wear (William Raw Associates, Architects Inc.)		

Activity

Question

Question from Alexandre Galanos Lambrian Construction Corp. on Thursday, Dec 29, 2022 at 10:01 AM EST

At room 352, east wall, the architectural drawings show countertop receptacles to be installed. Per existing conditions, outlets cannot be recessed
 Please clarify and advise how to proceed.

Awaiting an Official Response

GGD Response

See attached cut sheet from LeGrand. Please use Wiremold V4000 for surface metal raceway.

- David Pereira
 (12/30/22 email)

WRA Response

Please see A352 attached for layout. Prior to ordering wiremold, please confirm the counter backsplash can be furred out to match the depth of the wiremold without affecting the operation or installation of the faucet.

A. Jonic
 1/3/23



WIREMOLD®

Steel Raceway

The Industry Standard In Two-Piece Steel Raceway

Available Factory Prewired

4000® Series Raceway is the work horse of surface raceway systems. 4000 Series Raceway can be divided for multi-service applications making it ideal for applications requiring a large cable capacity and dual-service requirements. Commercial, institutional, and industrial applications benefit from the rigid steel construction and durable ScuffCoat™ finish of this raceway. 4000 Series Raceway is also ideal for municipalities that have code requirements calling for all steel construction or that prohibit nonmetallic cable management systems.

4000 Series Raceway Used in a training room application.

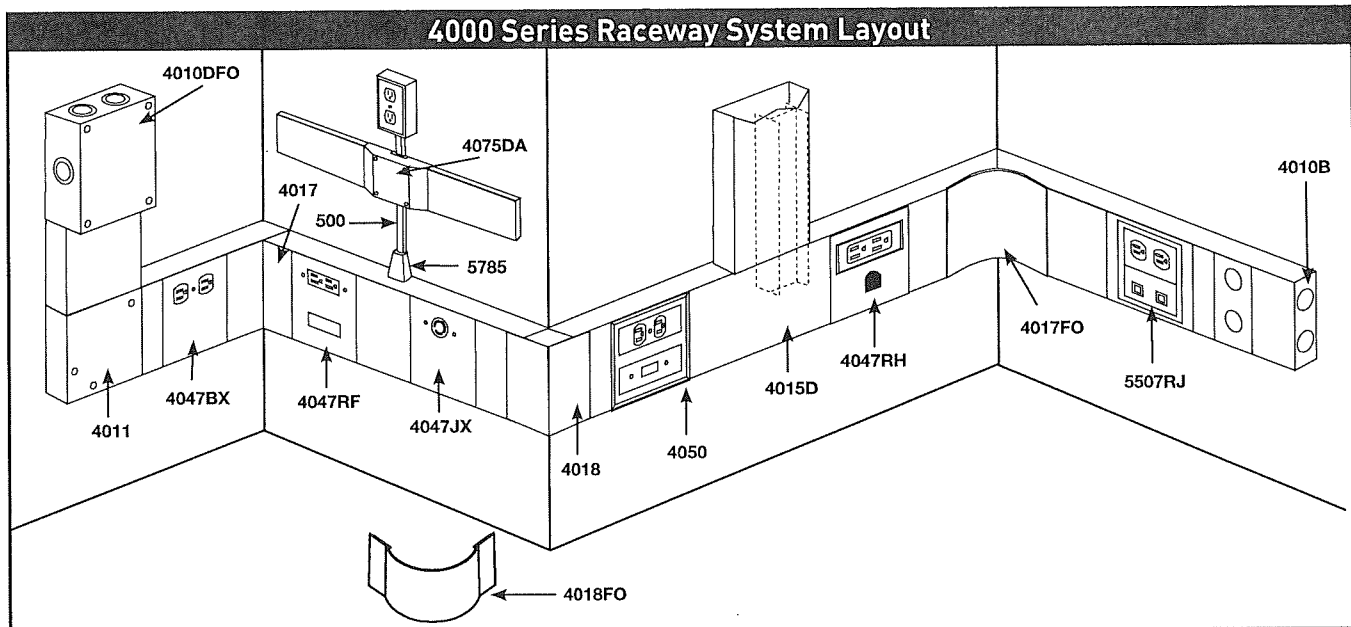


FEATURES & BENEFITS

- **New 4075D Series Bridge Fittings.** Provides ability to bridge over existing 4000, 2400, 700, and 500 Series Raceways.
- **New 4047 Faceplates.** One-piece device bracket with overlapping cover design that hides bad cuts and unsightly seams where device plates abut raceway covers.
- **New 4047-2 Faceplates.** Same great features as the 4047 faceplates, but now available in a double-wide 4-gang version.
- **4047 faceplates available with pre-pigtailed receptacle installed.** 20A heavy duty commercial grade duplex receptacle with 12" (305mm) pigtailed pre-installed in the device bracket. Saves time and labor.
- **FiberReady 2" (51mm) Fiber Optic Radius fittings.** UL and cUL verified and exceed the recommendations of TIA/EIA 569A. Available as full capacity fittings or inserts to be used for existing installations.
- **Large cross section area.** Provides ample space for large wiring requirements.
- **Complete line of fittings.** Provides complete wiring solution and allows for interconnection between raceway systems.
- **Gray baked enamel and Ivory ScuffCoat™ finish.** Durable ivory Scuffcoat finish makes a scratch resistant surface.
- **Feeder or header system.** Ideal for overhead, open spaces and under raised floor applications.
- **Pre-cut covers.** For mounting devices on various centers without cutting the covers. Use with 4046, 4047, 4048, 4007, and 4049 Series device plates.
- **4050 nonmetallic device plates.** Overlapping design offers an aesthetically pleasing way to cover seams. Available in gray or ivory.
- **Base and cover cutters.** Manually operated cutters are lightweight and portable. Cutters offer labor savings for any size job and maintain a factory clean and square end cut.
- **Available prewired.** Manufactured to specified job site lengths and ready to install. Jobs can be packaged by area, floor, or building and shipped per job site requirements.
- **Simple prewired ordering.** Provide us with marked-up electrical drawings and electrical/communications specifications and shipments can begin within three to four weeks or less for most jobs.
- **Datacom connectivity options.** Accepts industry standard and proprietary devices from a wide range of manufacturers to provide a seamless and aesthetically pleasing interface for voice, data, audio, and video applications at the point of use.
- **UL5 and ADA compliant.** Raceway and fittings meet UL5 standards and can be installed in conformance with ADA requirements.
- **UL Listed multioutlet assemblies.** File E68073 Guide PVGT. Fittings: File E121188 Guide RJPR. Meets Article 380 of NEC and meets Section 12-3023 of CEC.
- **cULus Listed Surface Metal Raceway System.** File E4376 Guide RJBT. Fittings: File E41751, Guide RJPR. Meets Article 386 of NEC and meets Section 12-1600 of CEC.



Now compatible with A/V devices.




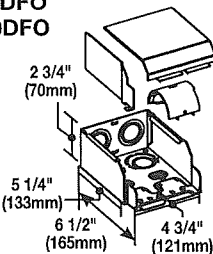
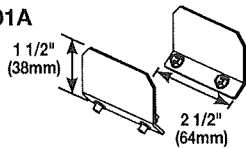
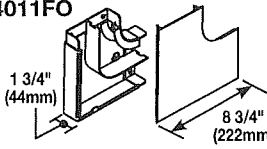

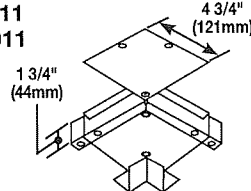
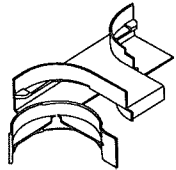
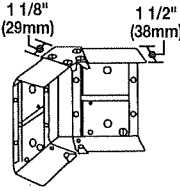
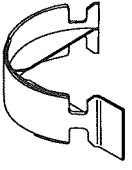
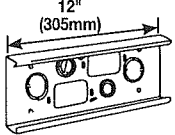
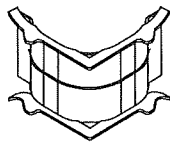
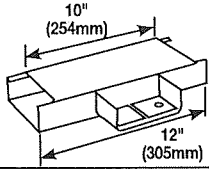
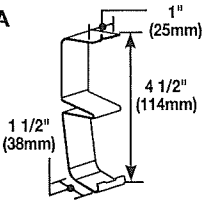
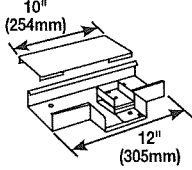
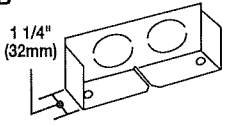
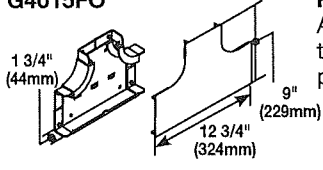
NOTE: Illustration is for showing product applications only.

4000 Series Raceway Ordering Information		4000 Series Raceway Ordering Information	
Catalog No./Item	Description/Specifications	Catalog No./Item	Description/Specifications
V4000B-10 G4000B-10	Base – .050" galvanized steel Packed five 10' (3.050m) lengths per carton. Base has two 9/32" (7.1mm) diameter KOs on centers of approximately 18" (457mm) throughout.	V4000C315 G4000C315	31.5" (775mm) Pre-Cut Cover – For mounting devices on 36" (915mm) centers with 4007, 4046, 4047, 4048, and 4050 Series plates. Spacing will be 36 1/4" (mm) with 4050.
V4000C G4000C	Cover – .040" (1.0mm) galvanized steel. Packed ten 5' (1.5mm) lengths per carton.	G4000D	Divider – .040" (1.0mm) galvanized steel. One side painted buff primer to provide identification of compartments.* Packed ten 5' (1.5m) lengths (50' (15.2m)) per carton.
V4000C075 G4000C075	7.5" (191mm) Pre-Cut Cover – For mounting devices on 12" (305mm) centers with 4007, 4046, 4047, 4048, and 4050 Series plates. Spacing will be 12 1/4" (311mm) with 4050.	IWE-S GWE-S	Spray Paint – Used for touching up large areas. Contains 12 oz. of paint.
V4000C135 G4000C135	13.5" (343mm) Pre-Cut Cover – For mounting devices on 18" (457mm) centers with 4007, 4046, 4047, 4048, and 4050 Series plates. Spacing will be 18 1/4" (464mm) with 4050.	IWE-P GWE-P	Touch-Up Paint Pen – Used for touching up small areas. Contains 0.3 oz. of paint.
V4000C195 G4000C195	19.5" (496mm) Pre-Cut Cover – For mounting devices on 24" (610mm) centers with 4007, 4046, 4047, 4048, and 4050 Series plates. Spacing will be 24 1/4" (616mm) with 4050.		

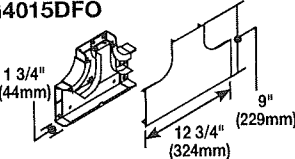
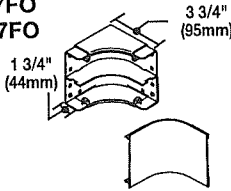
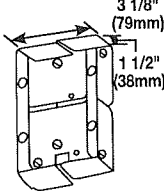
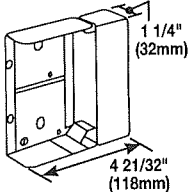
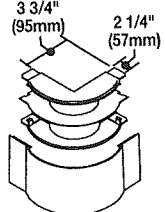
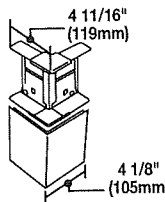
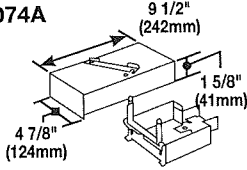
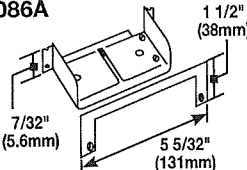


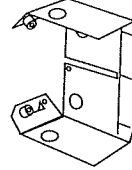
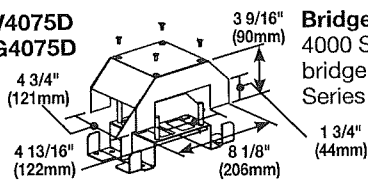
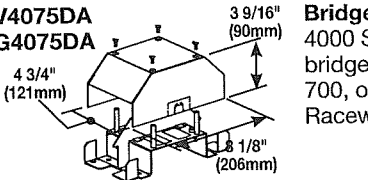
Download this product's PEP ecopassport®
environmental product declaration at
www.legrand.us/resources-and-downloads.
This declaration conforms with ISO 14025 and
14040 and is in alignment with EN 15804.

4000 Series Raceway Fittings Ordering Information

Catalog No./Item	Description/Specifications	Catalog No./Item	Description/Specifications
G4000WC 	Wire Clip (Plated) – For holding conductors in place.	V4010DFO G4010DFO 	Divided Entrance End Fitting – Has concentric 3/4", 1", and 1 1/4" trade size KOs on end and bottom for feeding 4000 Raceway. Furnished with removable divider and 1 1/4" (32mm) bend radius controlled insert.
4001A 	Coupling (Galvanized Steel Plated) – For joining lengths of G4000B. Sold in pairs.	V4011FO G4011FO 	FiberReady 2" (51mm) Radius Full Capacity Flat Elbow – A 90° flat corner for divided and undivided applications for new lay-in or pull-through installations.
4011DRI 	2" (51mm) Radius Insert for Divided Flat Elbow – Insert for V/G4011 Flat Elbow that provides a 2" (51mm) bend radius for UTP/STP or fiber optic cable installations.	V4011 G4011 	Flat Elbow – For right angle turns on the same surface.
4015DRI 	2" (51mm) Radius Insert for Divided Tee – Insert for V/G4015D Divided Tee that provides a 2" (51mm) bend radius for UTP/STP or fiber optic cable installations.	V4012TX G4012TX 	Internal or External 45° Elbow – Can also be assembled as an inverted 45° elbow. NOTE: Shown assembled as internal elbow.
4011/15RI 	2" (51mm) Radius Corner Insert – Insert for V/G4015 Undivided Tee that provides a 2" (51mm) bend radius for UTP/STP or fiber optic cable installations.	V4014A G4014A 	Wall Box Connector – Base has two concentric 1/2", 3/4", 1", and 1 1/4" trade size KOs, and two rectangular 2 9/16" x 1 11/16" (65mm x 43mm) KOs.
4017/18RI 	2" (51mm) Radius Insert for Internal/External Elbows – Insert for V/G4017 Internal Elbow and for V/G4018 External Elbow that provides a 2" (51mm) bend radius for UTP/STP or fiber optic cable installations.	V4015 G4015 	Full Capacity Tee – For undivided raceway only. Join to raceway run with G4001 Couplings (not furnished).
4001DA 	Divider Clip (Plated) – Required for holding G4000D Divider in place. Use one every 2 1/2' (0.762m).	V4015D G4015D 	Divided Tee – For divided raceway only. Join to raceway run with G4001 Couplings (not furnished).
V4010B G4010B 	Blank End – For closing open end of 4000 Base. Has two 1/2" trade size KOs.	V4015FO G4015FO 	FiberReady 2" (51mm) Radius Full Capacity Tee – A full capacity undivided tee fitting. For new lay-in or pull-through installations.

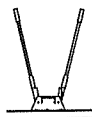
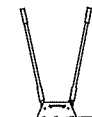
4000 Series Raceway Fittings Ordering Information (continued)

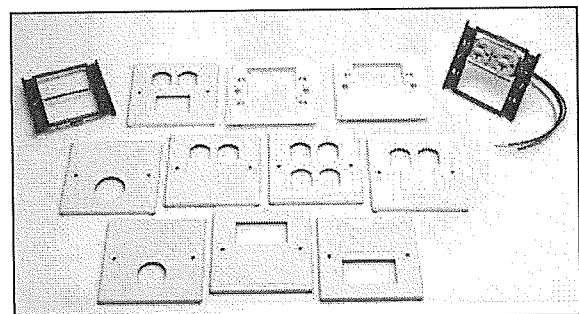
Catalog No./Item	Description/Specifications
V4015DFO G4015DFO 	FiberReady 2" (51mm) Radius Full Capacity Tee – A full capacity divided tee fitting. For new lay-in or pull-through installations.
V4017FO G4017FO 	FiberReady 2" (51mm) Radius Full Capacity Internal Elbow – Full capacity 90° internal corner for divided or undivided applications. For new installations.
V4017 G4017 	Internal Elbow – For 90° internal corners. Fiber bushing included.
V4017N G4017N 	Inverted Internal Elbow – For connecting a vertical run of 4000 Raceway with a horizontal overhead run with its cover facing up.
V4018FO G4018FO 	FiberReady 2" (51mm) Radius Full Capacity External Elbow – Use in divided or undivided applications. For new lay-in or pull-through installations.
V4018 G4018 	External Elbow – For 90° external corners.
G4074A 	Take-Off Connector (4000 to 3000) – For connecting a 90° tee at any point along a run of 4000 Raceway.
G4086A 	Panel Connector – For connecting 4000 Raceway with surface type panel boxes. Accommodates maximum wire capacity of 4000 System. C-shaped flange covers uneven cuts to the box.

Catalog No./Item	Description/Specifications
G4017TCA 	Internal Corner Coupling (Plated) – For making an internal corner while continuing a straight run. May be used with or without divider. A 4010B Blank End Fitting is required for an internal elbow. Fiber Bushing included.
V4075D G4075D 	Bridge Fitting – Allows 4000 Series Raceway to bridge over existing 4000 Series Raceway installations.
V4075DA G4075DA 	Bridge Fitting – Allows 4000 Series Raceway to bridge over existing 2400, 700, or 500 Series Raceway installations.

* Faceplates can also be used with 6000 Series Raceway.
 Add "C" prefix to denote Canadian version – Agency approved for sale in Canada. ®

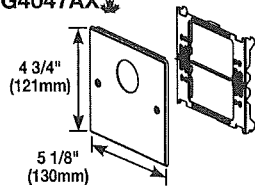
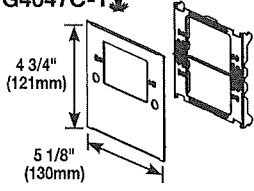
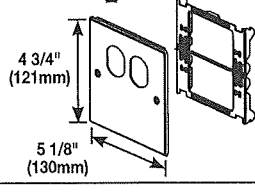
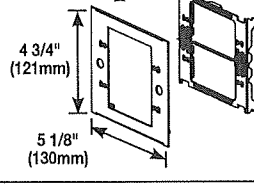
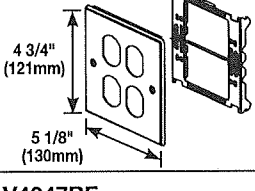
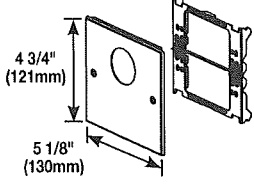
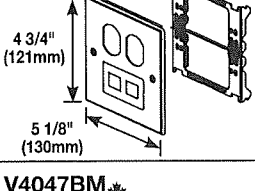
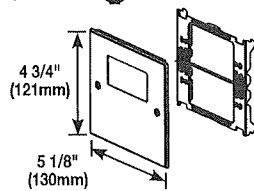
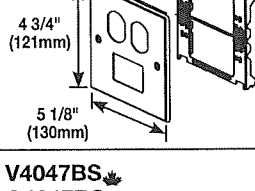
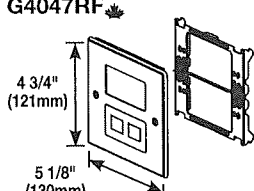
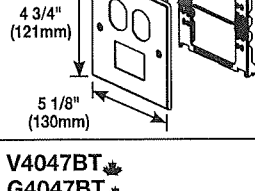
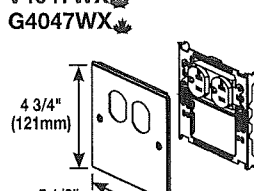
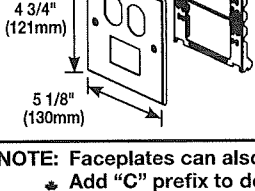
4000 Series Raceway Cutters

Catalog No./Item	Description/Specifications
640B 	Base Cutter – Portable base cutter. Steel constructed provides clean and easy square cuts. Manual operation required.
640BDK	Replacement Blade Kit – Replacement blade and die set for 640B Cutter.
640C 	Cover Cutter – Portable cover cutter. Steel constructed provides clean and easy square cuts. Manual operation required.
640CDK	Replacement Blade Kit – Replacement blade and die set for 640C Cutter.



New 4047 Faceplates accommodate a wide range of power and communications applications.





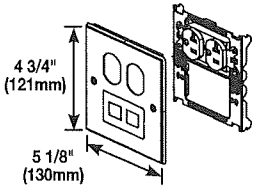
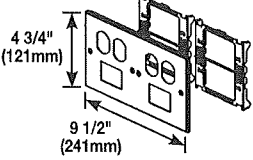




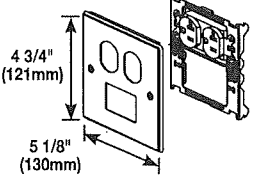
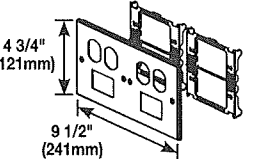




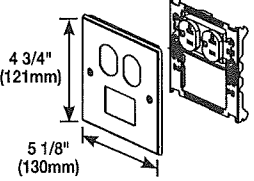
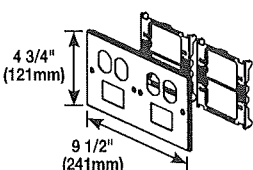




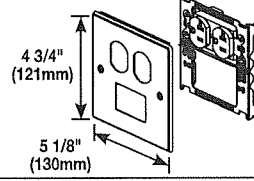
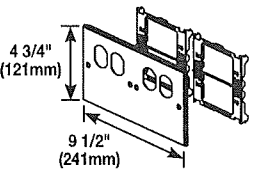




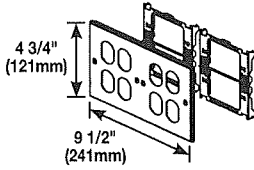
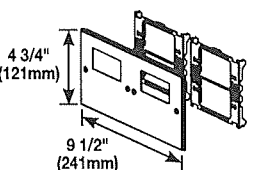




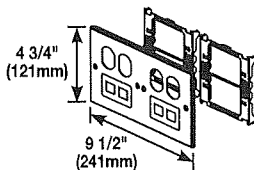
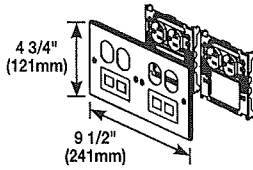
4047 Series Cover Plates Ordering Information

Catalog No./Item	Description/Specifications	Catalog No./Item	Description/Specifications
V4047AX G4047AX 	Two-Gang Overlapping Cover Single Round Opening – For straight blade and locking single receptacles with face diameters of 1.38" to 1.39" (35mm to 36mm).	V4047C-1 G4047C-1 	One-Gang Overlapping Device Plate – Use with commercially available single-gang flush plate (sold separately).
V4047BX G4047BX 	Two-Gang Overlapping Cover Duplex Receptacle – For 15A and 20A duplex receptacles. Accepts 106 Communications Duplex Frame.	V4047C-2 G4047C-2 	Two-Gang Overlapping Device Plate – Use with commercially available two-gang flush plate (sold separately).
V4047BB G4047BB 	Two-Gang Overlapping Cover Two Duplex Receptacles – For 15A and 20A duplex receptacles. Accepts 106 Communications Duplex Frame.	V4047JX G4047JX 	Two-Gang Overlapping Cover Single Round Opening – For straight blade and single locking receptacles with face diameters of 1.56" – 1.58" (39mm – 40mm).
V4047BF G4047BF 	Two-Gang Overlapping Cover Duplex & Modular Furniture – For 15A and 20A duplex receptacles. Includes combination Modular Furniture and two Keystone twistouts. Accepts modular furniture adapter, 106 Communications Duplex Frame or RJ45.	V4047RX G4047RX 	Two-Gang Overlapping Cover Rectangle Opening – For rectangular GFCI, Surge and decorator style devices. Does not accept 5507 Series Faceplates.
V4047BM G4047BM 	Two-Gang Overlapping Cover Duplex & 2A Mini adapter – For 15A and 20A duplex receptacles. Includes Mini adapter. Accepts 106 Communications Duplex Frame, Activate inserts & Wiremold Open System Communication Modules.	V4047RF G4047RF 	Two-Gang Overlapping Cover Rectangle Opening & Modular Furniture – For rectangular GFCI, Surge and decorator style devices. Does not accept 5507 Series Faceplates. Accepts modular furniture adapter and RJ45.
V4047BS G4047BS 	Two-Gang Overlapping Cover Duplex & Series II Mini Adapter – For 15A and 20A duplex receptacles. Includes Mini adapter. Accepts 106 Communications Duplex Frame or one Ortronics® Series II Communications Insert.	V4047WX G4047WX 	Two-Gang Overlapping Cover with One Duplex Receptacle Installed – Includes one Pass & Seymour Duplex Receptacle with 12" wire leads installed on bracket.
V4047BT G4047BT 	Two-Gang Overlapping Cover Duplex & TracJack Mini Adapter – For 15A and 20A duplex receptacles. Includes Mini adapter. Accepts 106 Communications Duplex Frame or two Ortronics® TracJack Communications Inserts.		

NOTE: Faceplates can also be used with 6000 Series Raceway.

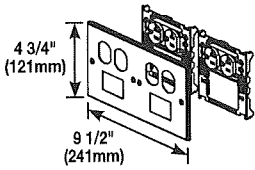
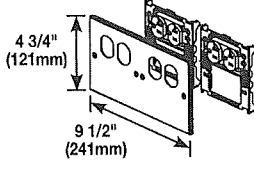
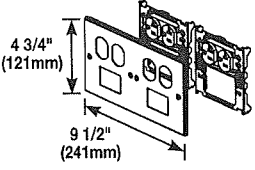
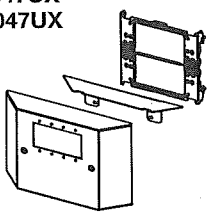
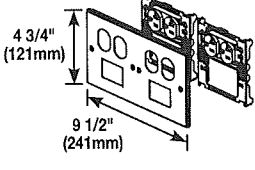
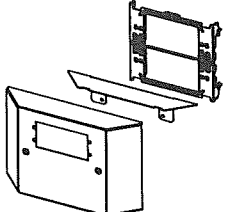
* Add "C" prefix to denote Canadian version – UL Listed to U.S. and Canadian Safety Standards. (UL)

4047 Series Cover Plates Ordering Information (continued)

Catalog No./Item	Description/Specifications	Catalog No./Item	Description/Specifications
V4047WF  G4047WF 	Two-Gang Overlapping Cover with One Duplex Installed & Modular Furniture Opening – Includes one Pass & Seymour 20 A Duplex Receptacle with 12" wire leads installed on bracket. Includes combination Modular Furniture and 2 Keystone Twist Out. Accepts modular furniture adapter and RJ45.	V4047-2BBMM  G4047-2BBMM 	Four-Gang Overlapping Cover Two Duplex & Two Activate Mini Adapters – For 15A and 20A duplex receptacles. Includes Mini adapter. Accepts 106 Communication Duplex Frame, Activate Inserts & Wiremold Open System Communications Modules.
			
V4047WM  G4047WM 	Two-Gang Overlapping Cover with One Duplex Installed & Activate Mini adapter – Includes one Pass & Seymour 20A Duplex Receptacle with 12" wire leads installed on Bracket. Includes Mini adapter. Accepts Activate inserts & Wiremold Open System Communication Modules.	V4047-2BBSS  G4047-2BBSS 	Four-Gang Overlapping Cover Two Duplex & Two Series II Mini Adapters – For 15A and 20A duplex receptacles. Includes Mini adapter. Accepts 106 Communication Duplex Frame or one Ortronics® Series II Communication insert.
			
V4047WS  G4047WS 	Two-Gang Overlapping Cover with One Duplex Installed & Series II Mini adapter – Includes one Pass & Seymour 20A Duplex Receptacle with 12" wire leads installed on Bracket. Includes Mini adapter. Accepts one Ortronics® Series II Communications insert.	V4047-2BBTT  G4047-2BBTT 	Four-Gang Overlapping Cover Two Duplex & Two TracJack Mini Adapters – For 15A and 20A duplex receptacles. Includes Mini adapter. Accepts 106 Communication Duplex Frame or two Ortronics® TracJack Communications inserts.
			
V4047WT  G4047WT 	Two-Gang Overlapping Cover with One Duplex Installed & TracJack Mini adapter – Includes one Pass & Seymour 20A Duplex Receptacle with 12" wire leads installed on Bracket. Includes Mini adapter. Accepts two Ortronics® TracJack Communications inserts.	V4047-2BBXX  G4047-2BBXX 	Four-Gang Overlapping Cover with Two Duplex Openings – For 15A and 20A duplex receptacles. Accepts 106 Communication Duplex Frame.
			
V4047-2BBBB  G4047-2BBBB 	Four-Gang Overlapping Cover Four Duplex Openings – For 15A and 20A duplex receptacles. Accepts 106 Communication Duplex Frame.	V4047-2RRXX  G4047-2RRXX 	Four-Gang Overlapping Cover Two Rectangular Openings – For rectangular, GFCI, Surge and decorator style devices. Does not accept 5507 Series Faceplates.
			
V4047-2BBFF  G4047-2BBFF 	Four-Gang Overlapping Cover Two Duplex & Two Modular Furniture Openings – For 15A and 20A duplex receptacles. Includes combination Modular Furniture & two Keystone Twistouts. Accepts 106 Communication Duplex Frame, RJ45 or modular furniture adapter.	V4047-2WWFF  G4047-2WWFF 	Four-Gang Overlapping Cover Two Duplex Installed & Two Modular Furniture Openings – Includes two, Pass & Seymour 20A Duplex Receptacles with 12" wire leads installed on Bracket. Includes combination Modular Furniture & four keystone Twistouts. Accepts modular furniture adapter or RJ45.
			

NOTE: Faceplates can also be used with 6000 Series Raceway.
 * Add "C" prefix to denote Canadian version – UL Listed to U.S. and Canadian Safety Standards. ©

4047 Series Cover Plates Ordering Information (continued)

Catalog No./Item	Description/Specifications	Catalog No./Item	Description/Specifications
V4047-2WWMM G4047-2WWMM	Four-Gang Overlapping Cover with Two Duplex Installed & Two Activate Mini Adapters – Includes two Pass & Seymour 20A Duplex Receptacle with 12" wire leads installed on Bracket. Includes Mini adapter. Accepts two Activate inserts & Wiremold Open System Communication Modules. 	V4047-2WWXX G4047-2WWXX	Four-Gang Overlapping Cover with Two Duplex Receptacles Installed – Includes two Pass & Seymour 20A Duplex Receptacles with 12" wire leads installed on Bracket. 
V4047-2WWSS G4047-2WWSS	Four-Gang Overlapping Cover with Two Duplex Installed & Two Series II Mini Adapters – Includes two Pass & Seymour 20A Duplex Receptacles with 12" wire leads installed on Bracket. Includes Mini adapter. Accepts two Ortronics® Series II Communication inserts 	V4047UX G4047UX	Bump-Up Extron® MAAP Device Plate – Accepts four Extron® Electronics MAAP single space modules. 
V4047-2WWTT G4047-2WWTT	Four-Gang Overlapping Cover with Two Duplex Installed & Two TracJack Mini Adapters – Includes two Pass & Seymour 20A Duplex Receptacles with 12" wire leads installed on Bracket. Includes Mini adapter. Accepts four Ortronics® TracJack Communications inserts. 	V4047VX G4047VX	Bump-Up Extron® AAP Device Plate – Accepts two Extron® Electronics AAP single space modules. 

NOTE: Faceplates can also be used with 6000 Series Raceway.
 * Add "C" prefix to denote Canadian version – UL Listed to U.S. and Canadian Safety Standards. ®

4047 Series Configurable Cover Plates Number Logic

1. For "X", Choose one of the following options:

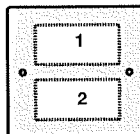
V Ivory & UL Listed
G Gray & UL Listed

CV Ivory & cULus Listed (Canada only)
CG Gray & cULus Listed (Canada only)

2. Choose a Plate Configuration:

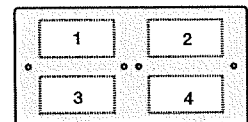
Two-Gang Plate:

X 4047 Y Y
1 2





Four-Gang Plate:


X 4047-2 Y Y Y Y
1 2 3 4





3. For "Y", Choose any combination of configurations from the options listed below:


A.  1.41" (35.8mm) Diameter, Single Round Receptacle


J.  1.59" (40mm) Diameter, Single Round Receptacle


T.  Ortronics TracJack 2A Mini Adapter Adapter Opening with Adapter

B.  Duplex Receptacle Opening

M.  Pass & Seymour Activate 2A Mini adapter Opening with Adapter


W.  Pass & Seymour Light Almond 20 Amp Receptacle pre-pigtailed with 12" wire leads installed on Bracket


F.  Combination Modular Furniture & 2 Keystone Twist Out

R.  Rectangular Receptacle

X.  Blank

H.  Mouse Hole Twist Out & Grommet

S.  Ortronics Series II 2A Mini adapter Opening with Adapter

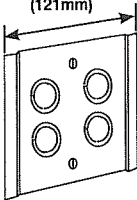
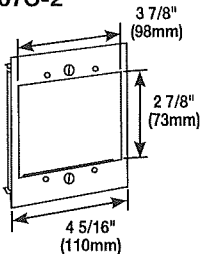
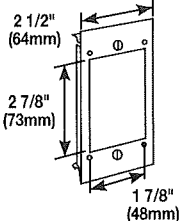
Z.  3 Keystone Twist Out

4. Finished Part Number

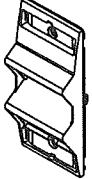
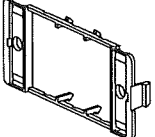
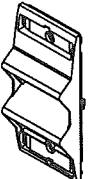
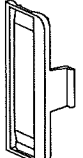
__ 4047 __ __ 4047-2 __ __ __

NOTE: For additional colors or configurations, call 1-800-621-0049, option 2.

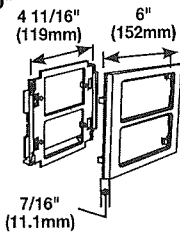
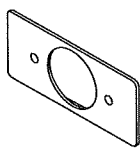
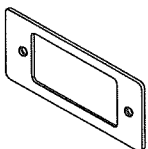
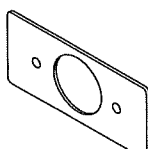
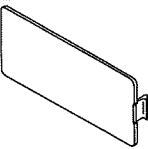
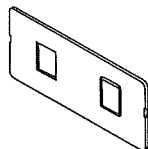
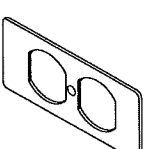
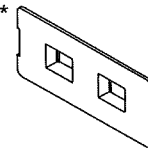
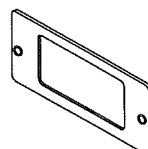
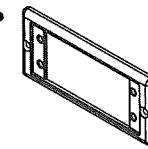
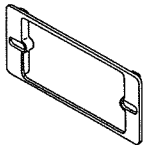
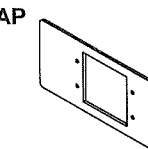
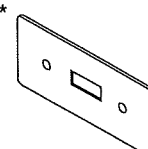
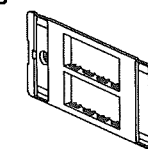
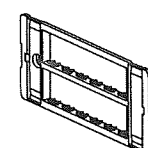
4000 Series Raceway Faceplates Ordering Information

Catalog No./Item	Description/Specifications	Catalog No./Item	Description/Specifications
V4046H-2 G4046H-2 	Tap-Off Fitting – Has four concentric 1/2" and 3/4" trade size KOs.	V6007C-2 G6007C-2 	Two-Gang Device Plate – For installing two-gang devices or two vertically mounted single-gang devices on undivided raceway. <ul style="list-style-type: none"> • Accepts commercially available wall plate (not furnished).
V6007C-1 G6007C-1 	Single-Gang Device Cover – For vertical mounting of single-gang devices on undivided raceway. Accepts commercially available wall plate. (sold separately)	NOTE: Faceplates can also be used with 6000 Series Raceway. • Add "C" prefix to denote Canadian version – UL Listed to U.S. and Canadian Safety Standards. (UL)	

Communication Endplates Ordering Information

Catalog No./Item	Description/Specifications	Catalog No./Item	Description/Specifications
ARA-S2 	Angled Raceway Adapter – For use with multi-channel raceway device brackets and WallSource device mounting brackets. Angled exit provides additional mounting depth required for A/V connections as well as ensuring the required bend radius for UTP and fiber optic cabling. Holds two Ortronics® Series II modules. Fits 5507 Series Faceplate opening.	CM-EPLA* 	End Plates – Includes two outlet identification labels with clear covers and two matching screw covers. Required for mounting Pass & Seymour Activate and Wiremold Open System communication modules into 4050 Series device brackets.
CM-ARA 	Angled Raceway Adapter – For use with multi-channel raceway device brackets and WallSource device mounting brackets. Angled exit provides additional mounting depth required for A/V connections as well as ensuring the required bend radius for UTP and fiber optic cabling. Holds two CM2 Series modules or two Pass & Seymour® 2A inserts. Fits 5507 Series Faceplate opening.	S2-EPL* 	End Plates – Includes two outlet identification labels with clear covers and two matching screw covers. Required for mounting Ortronics Series II modules into 4050 Series device brackets.

V/G4050 & 5507 Series Faceplates Ordering Information

Catalog No./Item	Description/Specifications	Catalog No./Item	Description/Specifications
V4050* G4050* 	Device Mounting Bracket – High impact plastic mounting bracket and trim plate which overlap raceway cover providing a seamless transition. For use with 5507 Series Faceplates, Ortronics® TracJack & Series II Modules, Pass & Seymour Activate Series Inserts, and Wiremold Open System Communication Modules.	5507T1* 	Single Receptacle Faceplate – For covering single receptacles – 1.59" (40.4mm) diameter.
5507AD* 	Modular Furniture Adapter – For mounting Pass & Seymour Activate modular furniture adapter and other modular furniture adapters.	5507T2* 	Single Receptacle Faceplate – For covering single receptacles – 1.41" (35.8mm) diameter.
5507B* 	Blank Faceplate – For covering unused compartments in the device bracket.	5507RJ* 	Dual RJ11/RJ45 Connector Faceplate – For mounting one or two RJ type keystone connectors – has one opening and a KO for the other.
5507D* 	Duplex Faceplate – For covering duplex style devices. Accepts 106 Communication Duplex Frame.	5507FRJ* 	Flush Dual RJ11/RJ45 Faceplate – Same as 5507RJ except the connectors are recessed to provide a flush installation.
5507R* 	Rectangular Faceplate – For covering rectangular style devices.	5507AAP 	Extron® AAP Faceplate – Accepts two Extron® Electronics AAP single space modules. NEW!
5507S* 	Rectangular Spacer – For mounting commercial device plates. Installs between the device bracket and a device.	5507MAAP 	Extron® MAAP Faceplate – Accepts two Extron® Electronics MAAP single space modules. NEW!
5507SW* 	Switch Faceplate – For covering standard toggle switches.	5507-4TJ* 	Ortronics Faceplate – For mounting Ortronics® communication inserts. Accepts four TracJack Devices.
		5507-6TJ* 	Ortronics Faceplate – For mounting Ortronics® communication inserts. Accepts six TracJack Devices.

NOTE: All faceplates are 4 1/4" long x 1 11/16" wide (108mm x 43mm).

* Add "G" suffix to indicate gray finish.

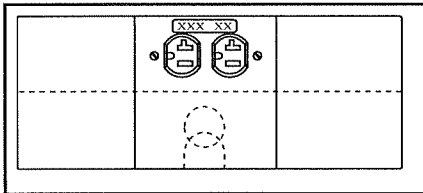
Not for use with 4048BF and 4048RF Device Covers.

4000 Series Prewired Steel Raceway Features

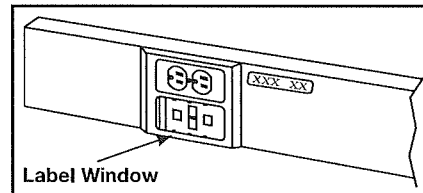
FEATURES	STANDARD	OPTIONS
Communication Devices	Ortronics or Pass & Seymour Activate Connectivity System Devices	Other manufacturers
Electrical Devices	Pass & Seymour	Other manufacturers and some International devices
Base Length	Longest = 10' (2.54m), shortest = 1' (305mm)	—
Installation	Surface mounted	—
Finish	Baked enamel finish custom colors	Standard colors of baked powder epoxy or
Wire Type	THHN stranded	Options per specification
Wiring Splices	Insulation displacement connectors	Continuous wiring or twist-on wire connector
Grounding Conductors	Wire gauge per National Electrical Code (NEC) and shared grounding wires	Oversized and/or separate grounding wires
Device Identification	Gray self-adhesive polyester label with black letters	Self-adhesive engraved nameplate
Neutrals	Shared neutral	Oversized and/or separate neutral wires
Pigtails	12" (305mm) feeds and receptacle leads	Per specification
Conduit Feeds	Raceway drilled at job site	Entrance end cap
Device Mounting	Nonmetallic plates	Steel plates
Record Drawings	3 sets and 2 copies of marked-up blueprints	Per job requirements
Submittal Services	Detailed submittal	Submittal free

Device and Raceway Labeling Detail for Prewired Applications

- Device labeling is available in the following materials:
 - Gray self-adhesive polyester label with black lettering (standard).
 - Other color self-adhesive polyester labels.
 - Engraved phenolic nameplates with adhesive backing.
- The back of the raceway is labeled with the raceway number and the room or area number(s).



Labeling detail using the steel device plates.



Labeling detail using the nonmetallic 4050 Device Plates. (Shown with Pass & Seymour Activate connectivity inserts).

4000 Series Ordering Specifications for Prewired Applications

Two options available when ordering a prewired job:

1. **Detailed Submittal** The detailed submittal will show exactly how each raceway run will be built including lengths, number and type of receptacles, wiring schematics, circuiting information, etc. The contractor and/or distributor must review, clarify any information not clearly indicated on the drawings or specs, approve, and return to the factory before production can begin.
2. **Submittal Free** The Prewired Express Building Plan Checklist is filled out by the contractor or distributor and sent along with plans, casework, and specs to the factory. No submittal is required and the project is scheduled for production upon receipt of all necessary information.

4000 Series Raceway Wire Fill Capacity Charts

4000 Series Raceway Wire Fill Capacities for Power

WIRE SIZE THHN/THWN	O.D. Inches (mm)	NUMBER OF CONDUCTORS (40% FILL)							
		WITHOUT DEVICES		WITH DUPLEX RECT. DEVICES 1.59 IN ² (1025mm ²)		WITH SURGE/ GFCI DEVICES 2.30 IN ² (1485mm ²)		LARGE SINGLE RECEPTACLES 3.00 IN ² (1935mm ²)	
		UNDIV.	DIVIDED	UNDIV.	DIVIDED	UNDIV.	DIVIDED	UNDIV.	DIVIDED
14 AWG	0.111 (2.8)	296	127	165	78	107	49	49	20
12 AWG	0.130 (3.3)	216	93	120	57	78	36	36	15
10 AWG	0.164 (4.2)	136	58	76	36	49	22	22	9
8 AWG	0.216 (5.5)	78	33	43	20	28	13	13	5
6 AWG	0.254 (6.5)	56	24	31	15	20	9	9	3
4 AWG	0.324 (8.2)	34	15	0	0	0	0	0	0
3 AWG	0.352 (8.9)	29	12	0	0	0	0	0	0
2 AWG	0.384 (9.8)	24	10	0	0	0	0	0	0

* For additional information, refer to section T1 of the current version of catalog ED1560 (Product Guide)

4000 Series Raceway Wire Fill Capacities for Communications

	CABLE/WIRE SIZE	O.D.		DIVIDED 40% FILL*	UNDIVIDED 40% FILL*
		Inches	(mm)		
UNSHIELDED TWISTED PAIR	4-pair, 24 AWG, Cat 3	0.190	(4.8)	49	101
	4-pair, 24 AWG, Cat 5e	0.210	(5.3)	40	83
	4-pair, 24 AWG, Cat 6	0.250	(6.3)	28	58
	4-pair, 24 AWG, Cat 6a*	0.354	(3.6)	14	29
	25-pair, 24 AWG	0.410	(10.4)	10	21
COAXIAL	RG6/U	0.270	(6.9)	24	50
FIBER	ZipCord	0.118 x 0.236(3 x 6)		50	103
	Round 4 Strand Fiber	0.187	(4.8)	51	104
	Round 6 Strand Fiber	0.256	(6.5)	27	55

* Category 6 augmented (6a) cable for 10 gigabit ethernet – max allowed cable diameter per addenda No. 11 ANSI TIA/EIA 568-B.2.

4000 Raceway Wire Fill Capacities When Using 4000 Radius Inserts

	CABLE/WIRE SIZE	4011 FLAT ELBOW O.D.		4017 & 4018 ELBOWS 40% FILL		4015D & 4015 TEE FITTINGS 40% FILL		40% FILL	
		Inches	(mm)	4011DRI Divided	4011/4015RI Undivided	4017/18RI Divided	4017/18RI Undivided	4015DRI Divided	4011/15RI Undivided
POWER WIRING THHN/THWN	2 AWG	0.384	(9.8)	11	21	6	11	6	16
	4 AWG	0.324	(8.2)	15	30	8	15	9	23
	6 AWG	0.254	(6.5)	24	48	13	25	14	37
	8 AWG	0.216	(5.5)	34	67	18	35	20	51
	10 AWG	0.164	(4.2)	68	136	36	71	40	104
	12 AWG	0.130	(3.3)	107	214	56	112	63	163
	14 AWG	0.111	(2.8)	145	288	75	151	85	220
UNSHIELDED TWISTED PAIR	Cat. 3 UTP	0.190	(4.8)	44	88	23	46	26	67
	Cat. 5e UTP	0.210	(5.3)	36	72	19	38	21	55
	Cat. 6 UTP	0.250	(6.3)	23	47	12	24	13	36
	Cat. 6a UTP	0.354	(9.0)	16	31	9	15	10	24
	25-pair	0.410	(10.4)	9	19	5	10	6	14
COAXIAL	RG6/U	0.270	(6.9)	22	44	22	23	13	33
FIBER OPTIC	Fiber ZipCord	0.118 x 0.236(3 x 6)		132	263	69	137	78	201
	Round Fiber 4 Strand	0.187	(4.8)	44	88	23	46	26	67
	Round Fiber 6 Strand	0.256	(6.5)	36	72	19	38	21	55

NOTES



Electrical Wiring Systems

60 Woodlawn Street
West Hartford, CT 06110
Phone: 1.877.8Y.LEGRAND (295-3472)
www.legrand.us

570 Applewood Crescent
Vaughan, Ontario L4K 4B4
Phone: 905.738.9195
www.legrand.ca



3.D.

LAMBRIAN CONSTRUCTION Corp.

General Contractors

420 Turnpike Street - CANTON, MA 02021

Tel: (781) 461-1100 / Fax: (781) 461-9885

January 26, 2023

WILLIAM RAWN ASSOCIATES, Architects Inc.

27 School Street

BOSTON, MA 02108

Project:

BROOKLINE HIGH SCHOOL - 3RD FLOOR RENOVATIONS & QUAD REPAIRS

115 Greenough Street

BROOKLINE, MA 02445

PCO #72

OBJECT:

LAMBRIAN Construction

Per Field Bulletin 35 - Delete Furnish and Install Entrance Mat, deleted from contract by the Owner.

Item #	DESCRIPTION	Unit	QTY	\$ / unit	Subtotal	Subtotal	TOTAL
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Quote:

Delete Furnish and Install Entrance Mat

See PAVILION FLOOR Quote, Dated 10/26/22

LS

1

-\$3,700.00

-\$3,700.00

SAY: -\$3,700.00

TOTAL CREDIT AMOUNT: Three Thousand Seven Hundred Dollars.

Sincerely,

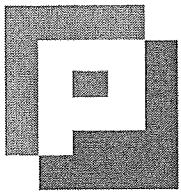
Alex Galanos - Project Manager

Lambrian Construction, Corp

WRA recommends this PCO for
approval by the Town of Brookline

Andy Jonic
William Rawn Associates
1/26/23





PAVILION
FLOORS

a DIVERZIFY company

October 26, 2022

Jim Lambrianidis
Lambrian Construction Corp.
420 Turnpike Street
Canton, MA 02021

Re: Brookline HS Expansion

Bid # Z0000271 CO- 011

Entrance Mat at Vestibule 427

Dear Jim:

We are pleased to quote on the above-referenced project.

Scope of Work: F&I WOM per attached Drawings

WOM Shaw Contract Portal Tile 5T035 24"x24" Sterling 34557

Total Price \$3,700.00

***Exclude- Overtime**

If you require further assistance, please do not hesitate to contact me.

Cordially,

Brad Anderson
Senior Project Manager
Pavilion Floors

January 23, 2023

WILLIAM RAWN ASSOCIATES, Architects Inc.
 27 School Street
 BOSTON, MA 02108

Project:
BROOKLINE HIGH SCHOOL - 3RD FLOOR RENOVATIONS & QUAD REPAIRS
 115 Greenough Street
 BROOKLINE, MA 02445

PCO #73

OBJECT:
LAMBRIAN / APS Boston - Per RFI157R
 Provide preformed weeps at the bottom of each staggered tread joint.
 Install vertical weeps, 6" behind back of granite treads.

Item #	DESCRIPTION	Unit	QTY	\$ / unit	Subtotal	Subtotal	TOTAL
--------	-------------	------	-----	-----------	----------	----------	-------

Quote:
 N/A

Materials: ADD

See APS Boston Proposal per RFI 157R, dated 01/26/23

Labor: ADD

N/A

	Subtotal				\$1,653.00		
G.C. Fees (5%) - ADD	%	5.00%			\$82.65		
					\$1,735.65		
Bond Fee (1.5%) - ADD	%	1.50%			\$26.03		
	TOTAL				\$1,761.68		

SAY: \$1,762.00

TOTAL ADD AMOUNT: One Thousand Seven Hundred Sixty Two Dollars.

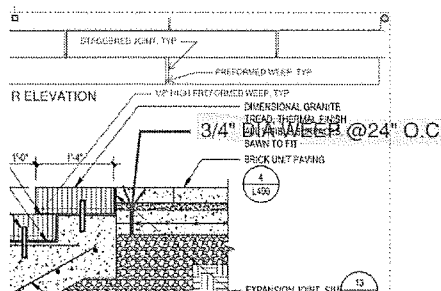
Sincerely,

Alex Galanos - Project Manager
Lambrian Construction, Corp

WRA recommends this PCO for
 approval by the Town of Brookline

Andy Jonic
 William Rawn Associates
 1/26/23

Handwritten signature: ALG



LEMONBROOKE OK TO:
 - PRICE PROPOSAL
 - CHANGE PER EMAIL 1/26/23

APS BOSTON - Proposal for RFI 157R - 11/26/23

Location	Group	Location	Condition	Description	Takeoff Quantity	Crew	Labor Productivity	Labor Quantity	Labor Hours	Labor Rate Table	Labor Base Price	Material Quantity	Material Control Int	Total Cost/Unit	Total Amount
RFI 157	14900			EXTERIOR STONE LABOR											
				GRANITE Labor	18.00 lbs	1 mfr	72.0 lbs / cd	0.25 cd	8	8 Feb 2022	2,395.85 / cd			32.73 / lbs	5
	RFI 157			Weapons at granite trade	18.00 lbs	1	36.0 lbs / cd	0.50 cd	4	4 Feb 2022	666.22 / cd			19.41 / lbs	3
	RFI 157			Drill Weapons in Slab											
	19900			MASONRY LABOR OVERHEAD											
				Masonry Labor Overhead	3.00 hr	1		3.00 hr	3	3 Feb 2022	87.12 / hr			82.12 / hr	2
	RFI 157			Trucking											
	24900			MORTAR & ACCESS, MAT'L											
				Flashing & Weeps	1.00 ea									80.00 / ea	
	RFI 157			Weeps/Quad vent 1 box											
	74000			MASONRY EQUIPMENT											
				Masonry Equipment	2.00 hr									15.00 / hr	
	RFI 157			Pickup Truck	0.50 day									150.00 / day	
	RFI 157			Driller											

Partial Totals

Description	Amount	Totals	Hours	Rate
Labor	1,465		13,000 hrs	
Material	80			
Subcontract				
Equipment	120		7,600 hrs	
Other	1,385			
State Sales Tax - MA				
Mat'l Excl.	24			2.00 %
Labor Exclusion	28			2.00 %
Small Tools & Supplies	52	1,437		
Overhead & Profit	216			15.00 %
Partial Total	1,653			

f m t f t n = Foreman (MASON) \$ 1001.08 / MD
 TENDER FOREMAN (LABORER) \$ 698.82 / MD
 TENDER (LABORER) \$ 656.94 / MD

Alex Galanos

Subject: RE: BROOKLINE_ Stair Treads IMPORTANT/RFI 157R

From: Alex Galanos
Sent: Thursday, January 26, 2023 1:52 PM
To: Jim Schmidlein <jims@apsboston.com>
Cc: Jim Lambrianidis <jlambrianidis@lambrian.com>; Josh@lemonbrooke.com
Subject: RE: BROOKLINE_ Stair Treads IMPORTANT/RFI 157R

Jim S.,

I spoke with the Landscape Architect and he is authorizing the ¾" holes every 24" o.c. (not 36"), filled with crush stone.

CC'd: Josh Burgel – Lemon Brooke

Thank you,

ALEX GALANOS
Project Manager / Estimator

Lambrian Construction Corp.
420 Turnpike Street
Canton, MA 02021
T. 781-461-1100
F. 781-461-9885



From: Jim Schmidlein <jims@apsboston.com>
Sent: Thursday, January 26, 2023 1:40 PM
To: Alex Galanos <agalanos@lambrian.com>
Subject: RE: BROOKLINE_ Stair Treads IMPORTANT/RFI 157R

Alex,

I am attaching our pricing sheet for the extra work in this RFI.

We were going to complete the brick at the stage tomorrow. Can we get a quick review of this?
One big qualification: We recommend drilling the weep holes at the stage with the ¾" bit we have on site.
Please let me know if that is acceptable and if this price is approved.

Formal letter will follow.

Thanks.

Jim Schmidlein
Architectural Paving & Stone, Inc.
402 Libbey Parkway
Weymouth, MA 02189

3.D.

781-337-2780

781-331-8784(fax)

jims@apsboston.com

www.apsboston.com



Lambrian Construction Corp.
420 Turnpike Street
Canton, Massachusetts 02021
P: (781) 461-1100
F: 781 461-9885

**Project: 22-009 BROOKLINE High School Expansion -
3rd Floor Renovation & Quad Repairs**
115 Greenough Street
BROOKLINE, Massachusetts 02445

RFI #157R: STAGE WEEP HOLES - Revised

Status	Open		
To	Submittals Admin WRA (William Raw Associates, Architects Inc.)	From	James Cusolito (Lambrian Construction Corp.) 420 Turnpike Street Canton, Massachusetts 02021
Date Initiated	Jan 6, 2023	Due Date	Jan 9, 2023
Location	Project Stage		
Cost Impact	Schedule Impact		
Spec Section	Cost Code		
Drawing Number	Reference		
Linked Drawings			
Received From	James Cusolito (Lambrian Construction Corp.)		
Copies To	Chris Boran (Landscape Architect - Lemon Brooke), Josh Burgel (Landscape Architect - Lemon Brooke), James Cusolito (Lambrian Construction Corp.), Colleen DeMatta (William Raw Associates, Architects Inc.), Alexandre Galanos (Lambrian Construction Corp.), Tony Guigli (TOWN OF BROOKLINE), Andrew Jonic (William Raw Associates, Architects Inc.), James Lambrianidis (Lambrian Construction Corp.), Ian Parks (Hill International, Inc.), Andy Vo (Hill International, Inc.), Martin Warrington (Hill International, Inc.)		

Activity

Question

Question from James Cusolito Lambrian Construction Corp. on Friday, Jan 6, 2023 at 07:54 AM EST

1/6/23

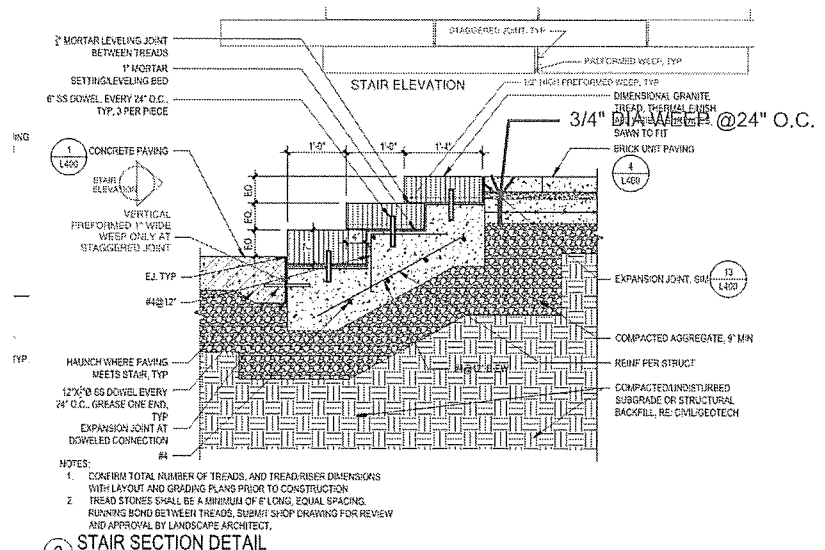
The landscape architect has requested additional weep holes in the stage, near the top of the stairs. Could you provide a size, quantity and location?

1/9/23

The Paver/Granite treads installer informed us that weeps may be required @ the bottom stair treads also. Please advise all the above.

Awaiting an Official Response

STAGE WEEPS: Please provide 2" diameter vertical weeps 6" behind (west) of back of granite tread. Space weeps 36" O.C. approx. Detail to match project brick on slab weep detail (4/L400). **GRANITE TREADS:** Provide preformed weeps at the bottom of each staggered tread joint. Preformed weep shall be Quadro-Vent, color gray, or approved equal.



3.E.

2/1/23

Driscoll School Project

Change Order #23 Summary

<u>Change Proposal Number</u>	<u>Change Value</u>
ATP 115 Soil Allowances Reconciliation	(-\$415,000.00)
ATP 139R2 ASI #269R, RFI #233, RFI #360	
Smoke Vent & Window Clarifications	\$42,968.00
ATP 153, PR32 Rain Garden River Rock Revision	\$57,783.00
ATP 173, RI RFI #472 Missing CRV - Level 1, Building C	\$0.00
ATP 178, ASI #51, RFI #371 Stem Wall at Sloped Glazing	\$7,363.00
ATP 185, PR #33 Media Center Modifications	\$3,198.00
ATP 186 Premium Time- Oct and Nov	\$0.00
ATP 188 Additional Reveals	\$41,954.00
ATP 189, ASI #53 Updated Floor Plans	\$0.00
ATP 190, ASI #59 Floor 4 Lighting Modifications in Project Areas	(-\$696.00)
ATP 195, RFI #493.1 Skylight Fall Protection	\$13,244.00
ATP 197 Reconciliation of GMP Allowances	\$0.00
ATP 201, ASI #57R1 Acoustical Glass Revision Credit	(-\$18,789.00)
ATP 203 Coring and Cut Concrete for Coordination	\$0.00
Total Change Order Value	(-\$267,975.00)

ATP 115 Soil Allowances Reconciliation **(-\$415,000.00)**

Soil Allowances reconciliation with J. Derenzo's contract. OA 1,13 and 14 was fully expended. Remaining balance of OAC 10 is \$158,266 which will be reserved for future costs. OA 11 with \$365,000 and OA 12 with \$50,000 will be deducted from J. Derenzo's contract.

ATP 139R2 ASI #269R, RFI #233, RFI #360**Smoke Vent & Window Clarifications** **\$42,968.00**

The specified smoke vents and sizes were not able to be customized to fit in the available area in the roof above the stage. This resulted in changing the specified units, modifying their sizes and associated roof opening. Cost for differences in dimensional and locational changes to smoke vents, for added framing and insulation at low wall beneath windows, changes to concrete curb heights at sill below windows and revised edge of slab dimensions, changes in steel framed openings for revised smoke vents.



3.E.

2/1/23

ATP 153, PR32 Rain Garden River Rock Revision \$57,783.00

Owner scope change to modify the rain garden surface material. Costs for added granite curb paving, rip rap stone, boulders and planting used in the redesign of the rain garden. Credit included for the rain garden stones removed.

ATP 173, RI RFI #472 Missing CRV - Level 1, Building C \$0.00

The Subcontractor indicated the required mechanical unit was missing from the Contract Documents but it was proven to be included. This ATP was to get confirmation from subcontractor that there would be no further request for additional cost.

ATP 178, ASI #51, RFI #371 Stem Wall at Sloped Glazing \$7,363.00

The curb detail for the concrete wall and stair adjacent to the sloped glazing over the small gym had to be modified to accommodate the skylight edge and railing support at that transition.

ATP 185, PR #33 Media Center Modifications \$3,198.00

Owner scope change for Media Center modifications in Rooms 3312, 3313, 3314 and 3315. Omit Storage 3315 to create larger Media Book Room 3314 separated from Media Work Room 3313, and omit Closet 3312 to create passage between Work Room and Office. Modifications required a change in partition type, deletion and addition of walls, changes to door swings, change to hardware sets, change from wood door to full glass door, deletion of door opening and framing over, deletion and addition of signage, addition of one door opening, relocation of glazed wall partition, change from VCT flooring to carpet and relocation of light fixture.

ATP 186 Premium Time- Oct and Nov \$0.00

GMP contingency for premium time only for work on Saturdays for several trades to make up for rain days and for respraying of stair tower A due to damage caused by rain. Structural steel premium time for schedule to stay ahead of follow up trades. Exterior framing, installing densglass and installing perm-a-barrier wall membrane and roofing work to expedite weathertight building. Interior work required to stay ahead of following trades.

ATP 188 Additional Reveals \$41,954.00

Reveals were reduced per the VE requirements and included in the Bid Documents. Subsequently, all reveals were removed in the buyout letter with the Subcontractor. The Contract Documents were revised to add a minimum number of reveals back into the project.

3.E.

2/1/23

ATP 189, ASI #53 Updated Floor Plans \$0.00

Gilbane requested updated plans of all previous changes from JLA. JLA provided at no additional cost

ATP 190, ASI #59 Floor 4 Lighting Modifications in Project Areas (-\$696.00)

Modification of lighting at Floor 4 RCP in Project Areas to coordinate with beam enclosures.

ATP 195, RFI #493.1 Skylight Fall Protection \$13,244.00

Cost associated with furnishing and installing a safety rail system fall protection in lieu of the specified safety cage screens for the skylights.

ATP 197 Reconciliation of GMP Allowances \$0.00

Reconciliation of GMP Allowances for Beam Penetrations (TA 8) overage negotiated to close at no cost, Safety Work (TA 16) overage negotiated to close at no additional cost, Temporary Weather Protection (TA 18) overage covered by the Weather Protection GR budget line, and Hollow Metal Door Frames (TA 19) overage to be paid out of GMP Contingency.

ATP 201, ASI #57R1 Acoustical Glass Revision Credit (-\$18,789.00)

Credit for a change from acoustical glass to regular glass for Band and Chorus Rooms on Floors 1 and 2. Note that the added cost for ASI #57R1 was submitted in ATP 122.

ATP 203 Coring and Cut Concrete for Coordination \$0.00

GMP Contingency for concrete cutting and coring services to modify placed concrete to accommodate MEPFP items such as FHV riser in stair 5, for sprinklers and for plumbing drains.



Owner Change Order (OCO)

Project Name: Brookline - Driscoll
School
Gilbane Project No.: J08864.000



OCO:OCO-0023

PCI:BT-00046, BT-00049, BT-00051, BT-00057, BT-00061, BT-00070, BT-00075, BT-00076, BT-00077, BT-00078, BT-00079, OA-00001, OA-00011, OA-00012, OA-00013, OA-00014, OS-00031, OS-00061, OS-00128, OS-00136, OS-00141, OS-00166, OS-00168, OS-00177, OS-00183, OS-00206

Alternate Tracking #:

Attention: Tony Guigli
Owner: Town of Brookline
Address: 333 Washington Street

Date Issued: 2/5/2023 4:10:32 PM

Brookline, MA 02445 US
Architect: Jonathan Levi Architects LLC, Mark Warner

The Contract changes as follows:

Scope Of Changes: Owner Change Order 23 1.23

Description: February 2023 Change Order for ATPs 115,139,153,173,178,185,186,188,189,190,195,197,201 and 203

Additional Description

Attachments:

Number	Title	PCI	Change Date	Revision

Job	PCI Code	Phase Code	Description	Subcontractor	Basis	Amount	Accept	ATP
J08864.000		01.01B.000021.X	Rough Cleaning & Final Cleaning	GO Services LLC	Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0186

3.E.

Job	PCI Code	Phase Code	Description	Subcontractor	Basis	Amount	Accept	ATP
J08864.000		01.05A.060000.I	Structural Steel	Supermetal Structures Inc.	Quoted	\$3,163.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0186
J08864.000		01.07A.071010.S	Waterproofing	Armani Restoration Inc	Final	\$5,198.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0186
J08864.000		02.89A.899900.X	GILBANE CONTINGENCY (YFH)		Final	-\$8,399.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0186
J08864.000		99.975.996000.Z	Subcontractor Default Insurance			\$38.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0186
TOTAL FOR PCI No. BT-00046					\$0.00			
J08864.000		01.01B.000021.X	Rough Cleaning & Final Cleaning	GO Services LLC	Final	\$0.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0186
J08864.000		01.05A.060000.I	Structural Steel	Supermetal Structures Inc.	Quoted	\$2,816.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0186
J08864.000		01.07A.071010.S	Waterproofing	Armani Restoration Inc	Final	\$2,123.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0186
J08864.000		01.09A.051001.S	Drywall / General Trades	Central Ceilings Inc	Final	\$4,226.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0186
J08864.000		02.89A.899900.X	GILBANE CONTINGENCY (YFH)		Final	-\$9,250.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0186
J08864.000		99.975.996000.Z	Subcontractor Default Insurance			\$85.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0186
TOTAL FOR PCI No. BT-00049					\$0.00			
J08864.000		01.01B.000021.X	Rough Cleaning & Final Cleaning	GO Services LLC	Final	\$0.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0186
J08864.000		01.07A.071010.S	Waterproofing	Armani Restoration Inc	Final	\$1,852.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0186
J08864.000		01.07B.071010.X	Roofing and Flashing	JD Rivet & Company Incorporated	Final	\$1,587.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0186
J08864.000		01.09A.051001.S	Drywall / General Trades	Central Ceilings Inc	Final	\$6,066.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0186
J08864.000		02.89A.899900.X	GILBANE CONTINGENCY (YFH)		Final	-\$9,578.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0186
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$73.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0186
TOTAL FOR PCI No. BT-00051					\$0.00			
J08864.000		01.07B.071010.X	Roofing and Flashing	JD Rivet & Company Incorporated	Final	\$1,903.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0186
J08864.000		01.09A.051001.S	Drywall / General Trades	Central Ceilings Inc	Final	\$5,344.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0186
J08864.000		02.89A.899900.X	GILBANE CONTINGENCY (YFH)		Final	-\$7,311.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0186
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$64.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0186
TOTAL FOR PCI No. BT-00057					\$0.00			
J08864.000		01.09A.051001.S	Drywall / General Trades	Central Ceilings Inc	Quoted	\$3,849.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0186
J08864.000		02.89A.899900.X	GILBANE CONTINGENCY (YFH)		Final	-\$3,895.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0186

3.E.

Job	PCI Code	Phase Code	Description	Subcontractor	Basis	Amount	Accept	ATP
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$46.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0186
TOTAL FOR PCI No. BT-00061					\$0.00			
J08864.000		01.07B.071010.X	Roofing and Flashing	JD Rivet & Company Incorporated	Final	\$1,418.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0186
J08864.000		01.09A.051001.S	Drywall / General Trades	Central Ceilings Inc	Final	\$5,392.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0186
J08864.000		02.89A.899900.X	GILBANE CONTINGENCY (YFH)		Final	-\$6,875.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0186
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$65.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0186
TOTAL FOR PCI No. BT-00070					\$0.00			
J08864.000		01.21A.100000.I	Fire Protection	Johnson Controls Fire Protection LP	Quoted	\$3,988.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0203
J08864.000		02.89A.899900.X	GILBANE CONTINGENCY (YFH)		Final	-\$3,988.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0203
TOTAL FOR PCI No. BT-00075					\$0.00			
J08864.000		01.09A.092005.X	TA - Hollow Metal Door Frames	Central Ceilings Inc	Final	\$15,000.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0197
J08864.000		01.09A.092005.X	TA - Hollow Metal Door Frames	Kamco Supply Corp. of Boston	Final	-\$10,000.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0197
J08864.000		02.89A.899900.X	GILBANE CONTINGENCY (YFH)		Final	-\$5,060.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0197
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$60.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0197
TOTAL FOR PCI No. BT-00076					\$0.00			
J08864.000		01.05A.055003.S	TA - Beam Pens Per S401		Final	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0197
TOTAL FOR PCI No. BT-00077					\$0.00			
J08864.000		01.09A.092003.X	TA - (Carpenter) Safety Work @ Direction of CM		Final	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0197
TOTAL FOR PCI No. BT-00078					\$0.00			
J08864.000		01.09A.092004.X	TA - Temp Weather Protection (not in Base)		Final	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0197
TOTAL FOR PCI No. BT-00079					\$0.00			
J08864.000		01.31A.890720.X	OA - Soil removal and disposal	J. Derenzo Company	Final	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0115
TOTAL FOR PCI No. OA-00001					\$0.00			
J08864.000		01.31A.310006.X	OA - Over-Excavation, assume clean disposal	J. Derenzo Company	Final	-\$365,000.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0115
TOTAL FOR PCI No. OA-00011					(\$365,000.00)			

3.E.

Job	PCI Code	Phase Code	Description	Subcontractor	Basis	Amount	Accept	ATP
J08864.000		01.31A.310007.X	OA - Water Treatment-Carbon Filtering	J. Derenzo Company	Final	-\$50,000.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0115
TOTAL FOR PCI No. OA-00012					(\$50,000.00)			
J08864.000		01.31A.090000.X	OA - All soil removal in spec 31 20 01 p 3.9 A&B	J. Derenzo Company	Estimate	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0115
TOTAL FOR PCI No. OA-00013					\$0.00			
J08864.000		01.31A.310012.X	OA - Soil Removal/Disposal in spec 31 20 01 p 4.2	J. Derenzo Company		\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0115
TOTAL FOR PCI No. OA-00014					\$0.00			
J08864.000		01.31A.311000.X	Sitework	J. Derenzo Company	Final	\$14,488.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0153
J08864.000		01.32A.025000.X	Site Improvement	BrightView Landscape Development, Inc.	Final	\$38,082.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0153
J08864.000		99.970.950050.Z	Gen & Excess Liability Insurance			\$1,513.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0153
J08864.000		99.970.997000.Z	Performance & Payment Bond			\$319.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0153
J08864.000		99.975.996000.Z	Subcontractor Default Insurance			\$631.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0153
J08864.000		99.999.999000.Z	Fee			\$2,750.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0153
TOTAL FOR PCI No. OS-00031					\$57,783.00			
J08864.000		01.02A.030000.F	Cast-In-Place Concrete	Marguerite Concrete Contractors, Inc	Final	\$3,091.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0139
J08864.000		01.04A .040000.E	Masonry	Fernandes Masonry, Inc.	Final	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0139
J08864.000		01.05A.060000.I	Structural Steel	Supermetal Structures Inc.	Final	\$3,741.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0139
J08864.000		01.05B.050000.X	Misc. and Ornamental Metals	United Steel, Inc.	Final	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0139
J08864.000		01.06A.053000.X	Millwork	Polybois Inc	Final	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0139
J08864.000		01.07B.071010.X	Roofing and Flashing	JD Rivet & Company Incorporated	Final	\$28,776.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0139
J08864.000		01.08A.084003.E	Curtainwall	Salem Glass Company	Final	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0139
J08864.000		01.09A.051001.S	Drywall / General Trades	Central Ceilings Inc	Final	\$5,582.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0139
J08864.000		01.21A.100000.I	Fire Protection	Johnson Controls Fire Protection LP	Final	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0139
J08864.000		01.23A.230000.TC	HVAC	Patrick J Kennedy & Sons Inc	Final	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0139
J08864.000		01.26A.110000.X	Electrical	Wayne J. Griffin Electric, Inc.	Final	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0139
J08864.000		90.920.916300.Z	VDC Engineer			\$198.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0139

3.E.

Job	PCI Code	Phase Code	Description	Subcontractor	Basis	Amount	Accept	ATP
J08864.000		99.970.950050.Z	Gen & Excess Liability Insurance		Estimate	\$1,182.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0139
J08864.000		99.970.997000.Z	Performance & Payment Bond		Estimate	\$249.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0139
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Estimate	\$149.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0139
J08864.000		99.999.999000.Z	Fee		Estimate	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0139
TOTAL FOR PCI No. OS-00061					\$42,968.00			
J08864.000		01.02A.030000.F	Cast-In-Place Concrete	Marguerite Concrete Contractors, Inc	Quoted	\$5,540.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0178
J08864.000		01.04A .040000.E	Masonry	Fernandes Masonry, Inc.	Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0178
J08864.000		01.05B.050000.X	Misc. and Ornamental Metals	United Steel, Inc.	Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0178
J08864.000		01.07A.071010.S	Waterproofing	Armani Restoration Inc	Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0178
J08864.000		01.08A.084003.E	Curtainwall	Salem Glass Company	Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0178
J08864.000		01.09A.051001.S	Drywall / General Trades	Central Ceilings Inc	Quoted	\$1,159.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0178
J08864.000		99.970.950050.Z	Gen & Excess Liability Insurance			\$193.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0178
J08864.000		99.970.997000.Z	Performance & Payment Bond			\$41.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0178
J08864.000		99.975.996000.Z	Subcontractor Default Insurance			\$80.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0178
J08864.000		99.999.999000.Z	Fee			\$350.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0178
TOTAL FOR PCI No. OS-00128					\$7,363.00			
J08864.000		01.06A.053000.X	Millwork	Polybois Inc	Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0185
J08864.000		01.08B.080000.E	Glass and Glazing	Kapiloff's Glass, Inc.	Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0185
J08864.000		01.08C.081000.E	Doors, Frames and Hardware	Kamco Supply Corp. of Boston	Final	\$1,430.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0185
J08864.000		01.09A.051001.S	Drywall / General Trades	Central Ceilings Inc	Final	\$1,203.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0185
J08864.000		01.09B.096000.X	Resilient Flooring	CJM Services, Inc.	Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0185
J08864.000		01.09D.090003.X	Painting	Color Concepts Inc	Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0185
J08864.000		01.09E.095100.X	Acoustic Tile	The Cheviot Corporation	Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0185
J08864.000		01.09H.096500.X	Carpeting	Capital Carpet & Flooring Specialists, Inc.	Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0185
J08864.000		01.10B.101120.X	Signage	C & D Signs Inc d/b/a Metro Sign & Awning	Final	-\$78.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0185
J08864.000		01.21A.100000.I	Fire Protection	Johnson Controls Fire Protection LP	Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0185

3.E.

Job	PCI Code	Phase Code	Description	Subcontractor	Basis	Amount	Accept	ATP
J08864.000		01.23A.230000.TC	HVAC	Patrick J Kennedy & Sons Inc	Final	\$1,753.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0185
J08864.000		01.26A.110000.X	Electrical	Wayne J. Griffin Electric, Inc.	Final	-\$1,395.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0185
J08864.000		99.970.950050.Z	Gen & Excess Liability Insurance			\$84.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0185
J08864.000		99.970.997000.Z	Performance & Payment Bond			\$18.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0185
J08864.000		99.975.996000.Z	Subcontractor Default Insurance			\$31.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0185
J08864.000		99.999.999000.Z	Fee			\$152.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0185
TOTAL FOR PCI No. OS-00136					\$3,198.00			
J08864.000		01.02A.030000.F	Cast-In-Place Concrete	Marguerite Concrete Contractors, Inc	Final	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		01.04A.040000.E	Masonry	Fernandes Masonry, Inc.	Final	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		01.05A.060000.I	Structural Steel	Supermetal Structures Inc.	Final	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		01.05B.050000.X	Misc. and Ornamental Metals	United Steel, Inc.	Final	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		01.06A.053000.X	Millwork	Polybois Inc	Final	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		01.07A.071010.S	Waterproofing	Armani Restoration Inc	Final	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		01.07B.071010.X	Roofing and Flashing	JD Rivet & Company Incorporated	Final	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		01.07D.078000.I	Spray Fireproofing	RicMor Construction, Inc	Final	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		01.08A.084003.E	Curtainwall	Salem Glass Company	Estimate	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		01.08B.080000.E	Glass and Glazing	Kapiloff's Glass, Inc.	Final	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		01.08C.081000.E	Doors, Frames and Hardware	Kamco Supply Corp. of Boston	Final	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		01.09A.051001.S	Drywall / General Trades	Central Ceilings Inc	Final	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		01.09B.096000.X	Resilient Flooring	CJM Services, Inc.	Estimate	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		01.09C.093000.X	Tile	Pavilion Floors Inc	Final	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		01.09D.090003.X	Painting	Color Concepts Inc	Final	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		01.09E.095100.X	Acoustic Tile	The Cheviot Corporation	Final	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		01.09F.096400.X	Wood Flooring	JJ Curran & Son Inc	Estimate	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		01.09H.096500.X	Carpeting	Capital Carpet & Flooring Specialists, Inc.	Estimate	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		01.10A.080000.E	Specialties	Manganaro Northeast, LLC	Final	\$0.00	<input checked="" type="radio"/> Yes <input type="radio"/> No	ATP-0189

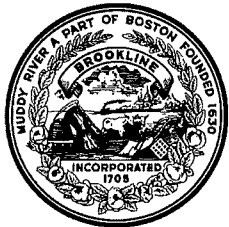
3.E.

Job	PCI Code	Phase Code	Description	Subcontractor	Basis	Amount	Accept	ATP
J08864.000		01.10B.101120.X	Signage	C & D Signs Inc d/b/a Metro Sign & Awning	Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		01.11B.105000.X	Theater Equipment	Barbizon Light of New England, Inc.	Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		01.11B.116000.X	Gym Equipment	The Pappas Company, Inc.	Estimate	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		01.11C.114000.X	Food Service Equipment	Kittredge Equipment Co	Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		01.12A.012001.X	Window Treatments	Walker Specialties Inc	Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		01.14A.014000.X	Elevators	Delta Elevator Service Corporation D/b/a Delta Bec	Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		01.21A.100000.I	Fire Protection	Johnson Controls Fire Protection LP	Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		01.22A.220000.TC	Plumbing	Patrick J Kennedy & Sons Inc	Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		01.23A.230000.TC	HVAC	Patrick J Kennedy & Sons Inc	Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		01.26A.110000.X	Electrical	Wayne J. Griffin Electric, Inc.	Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		99.970.950050.Z	Gen & Excess Liability Insurance		Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		99.970.997000.Z	Performance & Payment Bond		Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0189
J08864.000		99.999.999000.Z	Fee		Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0189
TOTAL FOR PCI No. OS-00141					\$0.00			
J08864.000		01.09A.051001.S	Drywall / General Trades	Central Ceilings Inc	Quoted	\$38,170.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0188
J08864.000		01.09D.090003.X	Painting	Color Concepts Inc	Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0188
J08864.000		99.970.950050.Z	Gen & Excess Liability Insurance		Final	\$1,098.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0188
J08864.000		99.970.997000.Z	Performance & Payment Bond		Final	\$232.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0188
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$458.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0188
J08864.000		99.999.999000.Z	Fee		Final	\$1,996.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0188
TOTAL FOR PCI No. OS-00166					\$41,954.00			
J08864.000		01.09A.051001.S	Drywall / General Trades	Central Ceilings Inc	Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0190
J08864.000		01.09E.095100.X	Acoustic Tile	The Cheviot Corporation	Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0190
J08864.000		01.26A.110000.X	Electrical	Wayne J. Griffin Electric, Inc.	Final	-\$696.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0190

3.E.

Job	PCI Code	Phase Code	Description	Subcontractor	Basis	Amount	Accept	ATP
J08864.000		99.970.950050.Z	Gen & Excess Liability Insurance		Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0190
J08864.000		99.970.997000.Z	Performance & Payment Bond		Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0190
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0190
J08864.000		99.999.999000.Z	Fee		Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0190
TOTAL FOR PCI No. OS-00168					(\$696.00)			
J08864.000		01.23A.230000.TC	HVAC	Patrick J Kennedy & Sons Inc	Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0173
J08864.000		99.970.950050.Z	Gen & Excess Liability Insurance		Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0173
J08864.000		99.999.999000.Z	Fee		Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0173
TOTAL FOR PCI No. OS-00177					\$0.00			
J08864.000		01.08A.084003.E	Curtainwall	Salem Glass Company	Final	-\$18,789.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0201
J08864.000		99.970.950050.Z	Gen & Excess Liability Insurance		Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0201
J08864.000		99.970.997000.Z	Performance & Payment Bond		Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0201
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0201
J08864.000		99.999.999000.Z	Fee		Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0201
TOTAL FOR PCI No. OS-00183					(\$18,789.00)			
J08864.000		01.07B.071010.X	Roofing and Flashing	JD Rivet & Company Incorporated	Final	\$12,193.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0195
J08864.000		99.970.950050.Z	Gen & Excess Liability Insurance		Final	\$347.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0195
J08864.000		99.970.997000.Z	Performance & Payment Bond		Final	\$73.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0195
J08864.000		99.975.996000.Z	Subcontractor Default Insurance		Final	\$.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0195
J08864.000		99.999.999000.Z	Fee		Final	\$631.00	<input type="radio"/> Yes <input type="radio"/> No	ATP-0195
TOTAL FOR PCI No. OS-00206					\$13,244.00			

Submitted Amt: -\$267,975.00 Total: (\$267,975.00)



TOWN of BROOKLINE
Massachusetts

BUILDING DEPARTMENT

Charles A. Simmons
Director of Public Buildings

February 17, 2023

TO: Select Board

FROM: Charles A. Simmons, Director of Public Buildings *CS*

SUBJECT: Rebate Check

The Building Department received a rebate check from National Grid, An Energy Solutions Implemented Program, in the amount of \$87,500. This rebate was for the installation of heating pumps at the Baker School.

I would like to request that you please vote to approve acceptance of this rebate.

This check will be redeposited into the Energy Conservation Rebate Account and will be used to install more heating pumps.

Please let me know if you have any questions.

Thank you.

cc: Melissa Goff, Deputy Town Administrator for Policy and Fiscal Affairs
Cam Gomes, Energy Systems Manager
Joan Tolson, Bookkeeper
Thomas Barrasso, Sustainability Director

Attachment



An ENERGY SOLUTIONS Implemented Program

449 15th Street, Suite 400
Oakland CA 94612

BRIDGE BANK
55 ALMADEN BLVD.
SAN JOSE, CA 95113
90-4326/1211

02/09/2023

PAY TO THE
ORDER OF

Town of Brookline

\$ 87,500.00

Eighty Seven Thousand Five Hundred and 00/100*****

DOLLARS (

Town of Brookline
Attention: Mark Sacco
333 Washington Street Rm 311
Brookline, MA 02445

AUTHORIZED SIGNATURE

⑈030705⑈ ⑆121143260⑆

8824076352⑈

AN ENERGY SOLUTIONS IMPLEMENTED PROGRAM

30705

REFERENCE NO.	DESCRIPTION	DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
453	Rebates for 22-1983 (National Grid - MADC&I HP)	02/06/2023	\$68,750.00	\$0.00	\$68,750.00
454	Rebates for 22-1983 (National Grid - MADC&I HP)	02/06/2023	\$5,000.00	\$0.00	\$5,000.00
457	Rebates for 22-1983 (National Grid - MADC&I HP)	02/06/2023	\$13,750.00	\$0.00	\$13,750.00
	Baker School				
CHECK DATE	CHECK NO.	PAYEE		DISCOUNTS TAKEN	CHECK AMOUNT
02/09/2023	30705	Town of Brookline		\$0.00	\$87,500.00



TOWN OF BROOKLINE

Massachusetts

Council on Aging at Brookline Senior Center

RUTHANN DOBEK, LICSW
DIRECTOR
rdobek@brooklinema.gov

93 Winchester Street
Brookline, MA 02446
617-730-2777
Fax: 617-730-2761
www.brooklinema.gov

MEMORANDUM

TO: Bernard Greene
Select Board Chair

FROM: Ruthann Dobek

DATE: February 21, 2023

SUBJECT: COA Fitness Coordinator Position

The Council on Aging is seeking approval from the Select Board to accept \$52,000 from the Brookline Multiservice Senior Center Corporation for the funding of the Fitness Coordinator position at the Brookline Senior Center. The Fitness Coordinator position has been funded by the 501(c)(3) nonprofit entity since the fitness program began at the Brookline Senior Center in 2011. The nonprofit has generously paid for all of the fitness equipment, maintenance, as well as the Coordinator's salary. This program provides direct professional assistance with our fitness equipment and exercises to seniors with the expertise of a professional to assist in their ongoing health and well-being.

The incumbent Fitness Coordinator, Courtney Johnston's position, is currently for 18 hours per week. This will allow us to increase the position to between 30 to 37.5 hours per week to meet current demand. The funding will cover the salary and all fringe costs and is guaranteed through June 2024 with the opportunity to continue funding this position. The non-profit will provide an up-date, including commitment for future funding, to the Select Board, March 2024.

I am available to provide any additional information that you may require. Thank you for your consideration of this important matter at your February, 28 Select Board meeting.

As always, we appreciate the Select Board support!

Ruthann Dobek, Director
Brookline Senior Center/ Brookline Council on Aging



TOWN of BROOKLINE
Massachusetts
Recreation Department

Park and Recreation Commission

*Nancy O'Connor, Co-Chairperson
Clara Batchelor, Co-Chairperson
Antonia Bellalta
Lauren Bernard
Jim Carroll
Theresa Kennelly Mooney
John Pan*

Director of Recreation

Leigh Jackson

02/22/2023

Dear Select Board,

I am writing today to respectfully request that the Select Board accept and approve the following donations/gifts from local families that came into the Recreation Department for the Recreational Therapy Division between January and February.

We have received two donations, in the forms of checks by different people, totaling \$1,075.00 (see below for breakdown). We ask that the Select Board accept these gifts for our Recreation Department, Therapy Division, and publicly recognize and thank the donors.

Donation 1:

- Joe and Heather O'Neil - \$1,000.00

Donation 2:

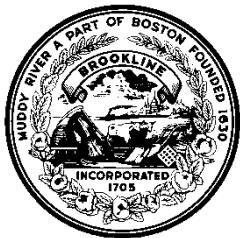
- Emily Guo & Mark Adams - \$75.00

We'd like to thank the Select Board for their consideration.

Sincerely,

[Leigh Jackson](#)

Leigh Jackson



TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS

Erin Chute Gallentine
 Commissioner

Memorandum

To: Select Board
 From: Erin Gallentine, Commissioner of Public Works
 Date: February 6, 2023
 Re: **Murphy Playground Improvements**
 Contract PW/22-19
 Cc: Charles Carey, Town Administrator
 Melissa Goff, Deputy Town Administrator

On February 1, 2023 proposals for “Murphy Playground Improvements”, Contract No. PW/22-19, were publicly opened and read. Four bids were received, the lowest three are as follows:

R. Bates and Sons, Inc.	\$1,222,811.00
J. J. Phelan and Son Co., Inc.	\$1,227,000.00
Mountain View Landscapes and Lawncare, Inc.	\$1,343,346.00

The work in this contract consists of walkways, site furniture, seat walls, fencing, play equipment, splash pad, infiltration system, fencing and planting.

Public Works recommends that this contract be awarded to R. Bates and Sons, Inc. of Sterling, MA, in the amount of \$1,222,811.00.

Town Of Brookline

Contract Coding Approval Form

Department: Public Works/Engineering DivisionVendor Name: R. Bates and Sons, Inc.Vendor Number: _____ Amount of Contract: \$1,222,811.00Contract #: PW/22-19 Murphy Playground Improvements

Purpose of Contact:

Description: Walkways, site furniture, seat walls, fencing, play equipment, splash pad, infiltration system, fencing and planting.

Coding PO1:

Org #	Org Name *	Acct #	Acct Name	Amount
4997C218	DPW CIP	6C0007		\$756,431.00 ✓
4997C232	DPW CIP	6C0007		\$355,000.00 ✓
4923K066	Fencing	6P0018		\$19,380.00 ✓

Coding PO2:

1220SGB1	Stormwater Improvements	6C0045		\$92,000.00 ✓
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* For "WS" or "C" accounts, please call it "CIP" preceded by your Dept (e.g., 4998WS08 would be "DPW CIP").

Department Head: _____

Date 2/7/23

Comptroller and Purchasing Approvals

Funds Available/Codes Correct



Comptroller

2/8/23
Date Approved by Comptroller

 Complies with Appropriate Procurement Law
 (MGL ch 149, ch 30 30 30M, or ch 30B)



Purchasing

2/8/23
Date Approved by Purchasing



**MAYOR'S OFFICE OF
EMERGENCY
MANAGEMENT**

MICHELLE WU
Mayor



February 21, 2023

Cheryl Snyder
Emergency Preparedness Management
350 Washington Street
Brookline, Ma 02445

Dear Ms. Cheryl Snyder,

Pursuant to the MOA between the City of Boston and the Town of Brookline, the Mayor's Office of Emergency Management (OEM) is pleased to notify you that the Urban Areas Security Initiative (UASI) FFY19 funding (CFDA#97.067) under the Planning and Community Preparedness Goal Area. This supports the Town of Brookline Emergency Management's procurement of equipment to help develop emergency operations capacity for the Town of Brookline.

OEM is able to support the cost of this initiative not to exceed Five Thousand Seven Hundred and Sixty One Dollars and Forty Seven Cents (\$5,761.47). The project must be in compliance with all local, state and federal requirements and must conform to the specifications laid out in the FFY19 UASI Plan Project Justification U19 -7.7 Community Preparedness Initiatives. Upon receipt of this award letter, you will be free to enter into contract to receive the desired services. Said contract must comply with Chapter 30B of the Massachusetts General Laws.

Once procurement is completed and invoices have been paid, please submit a signed letter to OEM indicating the amount requested for reimbursement and referencing this award letter and the corresponding UASI grant year. Included with the letter, please submit proof of 30B compliance: copies of agency purchase orders, vendor invoices, and proof of payment to OEM for reimbursement. Final reimbursement request must be submitted to OEM by May 31, 2023. Failure to provide accurate documentation in a timely matter could result in refusal to reimburse your agency for incurred costs.

If you have any questions please feel free to contact Stephen Maguire at (617) 635-1400 or Stephen.m.maguire@boston.gov.

Sincerely,

Andrew Bloniarz
Assistant Deputy Chief of Administration



**MAYOR'S OFFICE OF
EMERGENCY
MANAGEMENT**

MICHELLE WU
Mayor



February 21, 2023

Cheryl Snyder
Emergency Preparedness Management
350 Washington Street
Brookline, Ma 02445

Dear Ms. Cheryl Snyder,

Pursuant to the MOA between the City of Boston and the Town of Brookline, the Mayor's Office of Emergency Management (OEM) is pleased to notify you that the Urban Areas Security Initiative (UASI) FFY20 funding (CFDA#97.067) under the Planning and Community Preparedness Goal Area. This supports the Town of Brookline Emergency Management's procurement of equipment to help develop emergency operations capacity for the Town of Brookline.

OEM is able to support the cost of this initiative not to exceed Two Thousand Nine Hundred and Eighty Two Dollars and Forty Cents (\$2,982.40). The project must be in compliance with all local, state and federal requirements and must conform to the specifications laid out in the FFY20 UASI Plan Project Justification U20 -7.3 Community Preparedness Initiatives. Upon receipt of this award letter, you will be free to enter into contract to receive the desired services. Said contract must comply with Chapter 30B of the Massachusetts General Laws.

Once procurement is completed and invoices have been paid, please submit a signed letter to OEM indicating the amount requested for reimbursement and referencing this award letter and the corresponding UASI grant year. Included with the letter, please submit proof of 30B compliance: copies of agency purchase orders, vendor invoices, and proof of payment to OEM for reimbursement. Final reimbursement request must be submitted to OEM by May 31, 2024. Failure to provide accurate documentation in a timely matter could result in refusal to reimburse your agency for incurred costs.

If you have any questions please feel free to contact Stephen Maguire at (617) 635-1400 or Stephen.m.maguire@boston.gov.

Sincerely,

Andrew Bloniarz
Assistant Deputy Chief of Administration

AGREEMENT FOR PROFESSIONAL SERVICES

between

**TOWN OF BROOKLINE
333 Washington Street
Brookline, Massachusetts 02445**

and

Opticos Design, Inc.

for the

**Preparation of
Harvard Street Form-based Code**

for

The Town of Brookline

THIS **AGREEMENT** is made this _____ day of _____, 2023, between the **Town of Brookline**, hereinafter called "TOWN", and **Opticos Design, Inc.** hereinafter called "CONSULTANT," for the preparation of **Harvard Street Form-based Code** for the Town of Brookline, hereafter called "PROJECT".

WITNESSETH for the considerations hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONSULTANT

- 1.1 TOWN hereby engages CONSULTANT and CONSULTANT hereby accepts the engagement to provide professional services relative to producing a Form-based code for Harvard Street.

ARTICLE 2 - SERVICES OF THE CONSULTANT

- 2.1 CONSULTANT will perform professional consulting services for the PROJECT, as more completely described in Attachment A—Project Scope & Budget.
- 2.2 CONSULTANT will serve as TOWN'S professional consultant for the PROJECT to which this AGREEMENT applies and will consult with and advise TOWN during the performance of services provided under this AGREEMENT.
- 2.4 CONSULTANT shall exercise the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality (Standard of Care). Consistent with this Standard

6.A.

of Care, the services shall conform to applicable laws, codes, by-laws and regulations of any governmental agency having jurisdiction over the PROJECT at the time services are rendered.

- 2.5 Consistent with the Standard of Care referenced above, CONSULTANT shall be responsible for the professional and technical accuracy and the coordination of designs, drawings, specifications, estimates and all other services to be provided under this AGREEMENT, including those of sub-consultants and/or sub-contractors of CONSULTANT. TOWN shall be responsible for the professional and technical accuracy of GIS information and other mapping and technical documentation provided to CONSULTANT under this AGREEMENT.
- 2.6 The CONSULTANT, including its sub-consultants and sub-contractors, shall provide services under this AGREEMENT in accordance with applicable laws, guidelines, standards and regulations of pertinent federal, state and local governmental authorities.

ARTICLE 3 - RESPONSIBILITIES OF TOWN

The TOWN, at no cost to CONSULTANT, will:

- 3.1 Provide CONSULTANT with all available information in its possession pertinent to the PROJECT, as mutually agreed by the parties.
- 3.2 Provide access to and make all provisions for CONSULTANT to enter upon public land and assist CONSULTANT in gaining access to private lands, if necessary, subject to the authorization of the private property owner(s), as required for CONSULTANT to provide the services under this AGREEMENT.
- 3.3 Designate a person to act as TOWN'S representative with respect to the services to be provided under this AGREEMENT.

ARTICLE 4 - COMPENSATION and PAYMENT

- 4.1 For the services performed under this AGREEMENT as outlined in Attachment A, TOWN will pay CONSULTANT monthly as charges accrue, as shown in the Fee which is included in Attachment A. The Fee for the Scope of Services shall not exceed \$277,200 to be paid monthly based on the percentage of work completed.
- 4.2 The fee for the Scope of Services described in Attachment shall not exceed **\$277,200**. In the event of any conflicts between these documents, Attachment A shall supersede.
- 4.3 Payment to CONSULTANT shall be made within thirty (30) days after receipt of an acceptable invoice. If TOWN objects to all or part of any invoice submitted by CONSULTANT, TOWN shall so advise CONSULTANT in writing, giving reasons therefore, within fourteen (14) calendar days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable and payable by TOWN.
- 4.4 Invoice payments must be kept current for services to continue. If TOWN fails to pay any invoice due to CONSULTANT within 45 days of the date of invoice, CONSULTANT may, without waiving any other claim or right against TOWN, suspend services under this AGREEMENT until

6.A.

CONSULTANT has been paid in full all amounts due CONSULTANT and/or any of its sub-consultants and sub-contractors.

- 4.5 The acceptance of final payment by the CONSULTANT shall constitute a waiver of all claims by the CONSULTANT arising under this AGREEMENT.

ARTICLE 5 – SUB-CONSULTANTS and SUB-CONTRACTORS

- 5.1 CONSULTANT shall not engage any sub-consultants or sub-contractors to assist in the performance of this PROJECT without the express written authorization of the Director of Planning and Community Development or designee, acting on behalf of TOWN.
- 5.2 CONSULTANT shall be responsible for compensating its sub-consultants or sub-contractors for services rendered under this AGREEMENT.

ARTICLE 6 - TIME OF COMPLETION

- 6.1 The work to be performed under this AGREEMENT shall commence upon receipt of an executed copy of this AGREEMENT. CONSULTANT will perform services under this AGREEMENT as expeditiously as is consistent with professional skill and care and the orderly progress of work.
- 6.2 Unforeseen project delays beyond the control of CONSULTANT may result in an adjustment to the indicated schedule. Should such conditions arise or be anticipated to arise, CONSULTANT will notify TOWN in writing as soon as possible.

ARTICLE 7 - INDEMNIFICATION AND INSURANCE

- 7.1 CONSULTANT shall at all times indemnify and save harmless the Town and their officers, employees, and sub-consultants/sub-contractors on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries and/or property losses sustained by or alleged to have been sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the indemnifying party, its officers employees and sub-contractors/sub-consultants in connection with the PROJECT, and/or under this AGREEMENT.
- 7.2 Nothing herein contained shall be construed to obligate CONSULTANT to prepare for or appear in litigation on behalf of TOWN, except in consideration of additional compensation to be mutually agreed upon by the parties.

- 7.3 CONSULTANT shall carry insurance in the following types and limits:

Workman's Compensation	Statutory Limits
Employer's Liability	\$2,000,000
Comprehensive General Liability: Personal Injury	All \$2,000,000 each occurrence,

6.A.

Bodily Injury	\$4,000,000 aggregate
Property Damage	

Comprehensive Automobile Liability Insurance:

Combined Single Limit	\$2,000,000
Professional Liability	\$2,000,000 per claim and in the aggregate

Insurance policies shall expressly name the Town of Brookline as an additional insured.

- 7.4 Certificates of Insurance are attached hereto as Attachment B—Certificates of Insurance.

ARTICLE 8 - TERMINATION OF AGREEMENT

- 8.1 Termination for Cause: If, through any cause, CONSULTANT fails to fulfill in a timely manner the obligations under this AGREEMENT, or if CONSULTANT violates any of the provisions of this AGREEMENT, TOWN shall thereupon have the right to terminate this AGREEMENT by written notice to CONSULTANT of such termination specifying the effective date thereof at least five (5) days before the effective date of such termination. Cause shall also include, but not be limited to, dissolution, termination of existence, insolvency, appointment of receiver, commencement of any proceeding under any bankruptcy or insolvency laws by or against CONSULTANT. If the AGREEMENT is terminated by TOWN as provided herein, CONSULTANT will be paid for services satisfactorily performed as of the date of notice is received, less payment for compensation previously made.
- 8.2 Termination for Convenience: Either party may terminate this AGREEMENT at any time by giving 30-day written notice to the other party of such termination and specifying the effective date of such termination. If the AGREEMENT is terminated by either party, CONSULTANT will be paid for services satisfactorily performed as of the date of notice is given or received, less payments of compensation previously made.
- 8.3 Documents: In either of the foregoing events, all completed work (including data and draft work products) prepared by the CONSULTANT under this AGREEMENT shall be provided to TOWN, and CONSULTANT shall be entitled to receive just and equitable compensation for services provided under this AGREEMENT.

ARTICLE 9 - OWNERSHIP OF DOCUMENTS

- 9.1 Upon completion of services, finished digital documents, in addition to other data and work products as specified by the scope of this AGREEMENT, shall be furnished by CONSULTANT to TOWN. Final documents prepared by CONSULTANT shall become the property of TOWN upon receipt of payment by CONSULTANT.
- 9.2 If any information hereunder is provided in electronic format, TOWN recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including final reports and presentations ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to TOWN for informational purposes only and not as record documents.

ARTICLE 10 - AUTHORIZATION TO BEGIN WORK

10.1 Execution of this AGREEMENT shall be considered as Notice to Proceed.

ARTICLE 11 – TOWN-FURNISHED INFORMATION

11.1 TOWN shall provide CONSULTANT with all available PROJECT-related technical data and community guidance within its possession, including but not limited to: a zoning code diagnosis and microscale analysis related to Harvard Street; the Select Board resolution providing direction to the Department of Planning & Community Development dated February 7, 2023; and the results from community forums and other outreach conducted by the TOWN regarding the PROJECT. The CONSULTANT will utilize and rely upon the accuracy of TOWN-furnished information in connection with the performance of services.

ARTICLE 12 – ASSIGNABILITY

12.1 Neither party to this AGREEMENT shall assign any interest in this AGREEMENT, nor transfer any interest in same (whether by assignment or notation), without the prior written consent of the other party.

ARTICLE 13 - LIMITATION OF LIABILITY

13.1 TOWN hereby agrees that to the fullest extent permitted by law, CONSULTANT'S total liability to TOWN and any persons or entities claiming by, through or under TOWN, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the PROJECT and/or this AGREEMENT from any cause or causes including, but not limited to CONSULTANT'S negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the liability limits specified in Article 7.

ARTICLE 14 - NON-DISCRIMINATION

14.1 The Consultant will comply with the provisions of Chapter 151B, as amended, of the General Laws of Massachusetts relative to non-discrimination which are incorporated herein by reference and made a part of this Agreement.

14.2 In the performance of work under this Agreement, the Consultant shall not discriminate in employment practices or in the selection or retention of Sub-Consultants or in the procurement of materials or rental of equipment on the grounds of race, color, religion, gender identity or gender expression, or national origin, or on the grounds of age or sex except when age or sex is a bona fide occupational qualification.

The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice advising the said labor union or workers' representative of the Consultant's commitments under this section,

6.A.

and shall post copies of such notice in conspicuous places available to employees and applicants for employment.

- 14.3 In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract and for the procurement of materials and equipment, each potential Sub-Consultant or supplier shall be notified in writing by the Consultant of the Consultant's obligations under this Agreement relative to non-discrimination on grounds of race, color, religion, gender identity or gender expression, national origin, age or sex, and his obligations to pursue an affirmative course of action as required by paragraph 14.4.
- 14.4 The Consultant will pursue an affirmative course of action as required by affirmative action guidelines adopted by the Human Relations Commission in effect on the effective date of the Agreement, or when calls for proposals are made, whichever is sooner, which are herein incorporated by reference, attached hereto, and made a part of this Agreement and to the nature and size of his work force, to insure that applicants are sought and employed, and that employees are treated, during their employment, without regard to their race, color, gender identity or gender expression, national origin or ancestry, or religion. No changes in affirmative action guidelines hereinafter adopted by the Commission shall be effective with respect to Agreements already in effect, without the express written consent of the Consultant.
- 14.5 In the event the Consultant fails to comply with the foregoing non-discrimination provisions of this Agreement, the Contracting agency of the Town, upon advice and counsel of the Human Relations Commission, shall impose such Agreement sanctions as it may determine to be appropriate, including but not limited to:
- (1) withholding of payment due the Consultant under this Agreement until the Consultant complies, and/or
 - (2) cancellation, termination or suspension of this Agreement, in whole or in part.

For the purposes of this section the Contracting agency of the Town shall accept as proof of noncompliance with the provisions of subsection 14.1, only final orders or decisions of the Massachusetts Commission Against Discrimination.

- 14.6 The provisions of this section shall be deemed supplementary to, and not in lieu of, or in substitution for, the provisions of Massachusetts Law relating to non-discrimination, and other applicable Federal, State or Town law, by-law, rule, regulation and directive relative thereto. In the event of a conflict between the provisions of this section and, where inserted or incorporated in this Agreement, an applicable state or federal law, rule, regulation or directive, the conflicting provisions of the latter shall control.

ARTICLE 15 - JURISDICTION

- 15.1 This AGREEMENT shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts. Any claims arising out of this contract shall be adjudicated in Norfolk County, if a state claim, and in the Massachusetts Federal District Court, Boston, if a federal claim.

6.A.

IN WITNESS WHEREOF, the said CONSULTANT has caused these presents to be signed by: _____(name), its _____(title), hereto duly authorized, and the said TOWN executed these presents by its Select Board, acting for said TOWN, and not individually, and without incurring any individual liability, on the year and day above written.

TOWN OF BROOKLINE

Select Board

Chief Procurement Officer:

Comptroller:

Approved as to Form:

Town Counsel

CONSULTANT

Opticos Design Group, Inc.

By: _____

Title: _____

AFFIDAVIT

State of CaliforniaDate: February 13, 2023County of Alameda

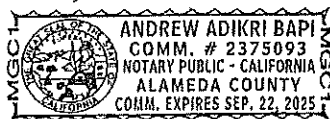
The undersigned being duly sworn, deposes and say that he is the President
 _____ (Sole owner; partner; president; treasurer; or other duly authorized
 official of a corporation) of **Opticos Design, Inc.**, for Contract in the Town of Brookline on
February 13, 2023 and certifies that of his own knowledge, said bidder has not, either directly
 or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in
 restraint of free competitive bidding in connection with such contract.

Karen E. Parolek
 Signature of person making affidavit

A notary public or other officer completing this
 certificate verifies only the identity of the individual
 who signed the document to which this certificate
 is attached, and not the truthfulness, accuracy, or
 validity of that document.

State of California
 County of ALAMEDA

Subscribed and sworn to (or affirmed) before me on this 13TH
 day of FEBRUARY, 2023, by
KAREN E. PAROLEK,
 proved to me on the basis of satisfactory evidence to be the
 person(s) who appeared before me.



(Seal)

Signature

Tax Compliance Certification

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Karen E Parolek

Signature of person submitting bid or proposal

Opticos Design, Inc.

Name of business

Attachment A**PROJECT SCOPE & BUDGET**

Map is provided at the end of Attachment A: Solid green line includes Harvard Street parcels. Dashed green line is additional land area that would be included in the Harvard zoning district or, if named a separate zoning district, would adopt the multifamily zoning used for Harvard Street district.

Harvard Street Form-Based Code Objectives:

- Provide form-based zoning districts that help enable the addition of new housing units, by right, along Harvard Street and within its 3 commercial nodes
- Maintain and encourage consistency with the rich urbanism and architecture, including quality building materials, that already exists along the corridor
- Respond to the recent State legislation that mandates Transit-Oriented Development (TOD) standards adopted by December 2023
- Streamline the entitlement process for development within the project area to encourage infill of underutilized parcels, provide predictable outcomes, and allow for easier administration

File Format of Deliverable:

1. The Form-based code shall be prepared in Adobe InDesign and delivered as both Adobe InDesign files as well as PDF file.
2. All graphics shall also be provided to the TOWN in their native format (illustrator, photoshop, autocad, etc.) All presentation materials shall also be provided to the Town in their native format (e.g., Powerpoint files, not a .pdf).
3. Native files shall be the property of the Town of Brookline to edit or revise; or convert to XML or post as PDF files to the TOWN's web-based municipal code vendor.
4. All content shall legible when printed as 8.5 x 11" or posted as PDFs to the web or viewed in any format at 100% scale.
5. The CONSULTANT shall ensure that conversion to PDF format is accurate, as the PDF files will be the posted to web for public access and may be printed on demand for the Select Board or land-use boards, such as the Board of Appeals.

Estimated Breakdown of Cost:Code Framework & Preparation

Task 1: Prepare Code Framework of Zones & Key Standards. Incorporate related TOWN zoning by-law content such as new site plan and design review by-law text, new table of uses, historic preservation standards, and parking requirements table, which the TOWN may provide to the CONSULTANT as a Word file.

\$10,000

Task 2: Test Fits (up to 6)

\$18,000

Task 3: Prepare Admin Draft Form-Based Code (FBC)

6.A.

	\$70,000
Task 4: Prepare "Screencheck" Public Draft FBC	
	\$35,000
Task 5: Prepare Public Draft FBC no later than June 1, 2023	
	\$20,000
Task 6: Prepare Final FBC, after adoption at Fall Town Meeting (estimated December 2023)	
	\$5,000

Project Approach & Management

Task 1: Review of Town's microscale analysis, base maps, community vision, historic preservation background, and policy direction for Harvard Street; create a timeline of tasks that includes the June 1, 2023 deadline in Task 5 above and the August 1, 2023 deadline in Task 6 below

\$15,000

(continued on next page)

Task 2: Working sessions with staff to download key issues and direction for key sites (up to 2, 2-hour calls, and \$750 for every hour of working sessions in excess of the maximum)

\$3,000

Task 3: Attend virtual public workshop/meeting (includes 3 meetings with 1 person at each, and \$1,500 for every public workshop/meeting in excess of the maximum)

\$4,500

Task 4: Working sessions to review draft with staff (up to 4, 2-hour calls, and \$750 for every hour of working sessions in excess of the maximum)

\$6,000

Task 5: Prepare 3 Documentation of Architectural Style Options (bridging historic fabric with traditional, transitional, and contemporary styles), including materials/fenestration style

\$25,000

Task 6: Prepare 3 Site Visualizations no later than August 1, 2023

\$30,000

Task 7: Additional in-person or virtual meetings

\$10,500

Task 8: Project Management – 10% of subtotal

\$25,200

Total not to Exceed

\$277,200

6.A.

Attachment B

CERTIFICATES OF INSURANCE



6.A.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd Suite 230 Lafayette CA 94549		CONTACT NAME: Marie Swaney PHONE (A/C, No, Ext): 626-696-1890 E-MAIL ADDRESS: CertsDesignPro@AssuredPartners.com		FAX (A/C, No):
INSURED Opticos Design, Inc. 2100 Milvia Street, Suite 125 Berkeley CA 94704		License#: 6003745 OPTIDES-02		
INSURER(S) AFFORDING COVERAGE				NAIC #
INSURER A: XL Specialty Insurance Company				37885
INSURER B: Travelers Property Casualty Company of America				25674
INSURER C: The Travelers Indemnity Company of Connecticut				25682
INSURER D:				
INSURER E:				
INSURER F:				

COVERAGES**CERTIFICATE NUMBER:** 850883773**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6801H486252	8/16/2022	8/16/2023	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA0S474363	8/16/2022	8/16/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	CUP9F054182	8/16/2022	8/16/2023	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Y	UB7J712856	8/16/2022	8/16/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liability			DPR9991578	4/10/2022	4/10/2023	Per Claim \$2,000,000 Aggregate Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. Umbrella Liability policy is follow-form to its underlying Policies: General Liability/Auto Liability/Employers Liability.

Job: Brookline Harvard Street Form-based Code.

Town of Brookline is named as an additional insured as respects general liability and auto liability as required per written contract or agreement. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

Town of Brookline
 333 Washington Street
 Brookline MA 02445

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COMMERCIAL GENERAL LIABILITY

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

- (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis,

that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- a. \$10,000; or
- b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage A or Coverage B.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part, provided that such written contract was signed by you before, and is in effect when, the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG D3 61 03 05

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DATE OF ISSUE: 07/01/2022

Page 1 of Page: 148

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the products-completed operations hazard, provided that such contract was signed by you before, and is in effect when, the "bodily injury or "property damage" occurs.

Location And Description Of Completed Operations

Any project to which a written contract with the Additional Insured Person(s) or Organization(s) in the Schedule applies.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the

location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Policy: BA0S474363

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**BLANKET ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) –

POLICY NUMBER: UB7J712856

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT – CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be _____ % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

Any Person or organization for which the insured has agreed by written contract executed prior to loss to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insurance Company
Travelers Property Casualty Company of America

Countersigned by _____

DATE OF ISSUE: 2/21/2023

Page 1 of 1

ARTICLE 10 - AUTHORIZATION TO BEGIN WORK

10.1 Execution of this AGREEMENT shall be considered as Notice to Proceed.

ARTICLE 11 – TOWN-FURNISHED INFORMATION

11.1 TOWN shall provide CONSULTANT with all available PROJECT-related technical data and community guidance within its possession, including but not limited to: a zoning code diagnosis and microscale analysis related to Harvard Street; the Select Board resolution providing direction to the Department of Planning & Community Development dated February 7, 2023; and the results from community forums and other outreach conducted by the TOWN regarding the PROJECT. The CONSULTANT will utilize and rely upon the accuracy of TOWN-furnished information in connection with the performance of services.

ARTICLE 12 – ASSIGNABILITY

12.1 Neither party to this AGREEMENT shall assign any interest in this AGREEMENT, nor transfer any interest in same (whether by assignment or notation), without the prior written consent of the other party.

ARTICLE 13 - LIMITATION OF LIABILITY

13.1 TOWN hereby agrees that to the fullest extent permitted by law, CONSULTANT'S total liability to TOWN and any persons or entities claiming by, through or under TOWN, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the PROJECT and/or this AGREEMENT from any cause or causes including, but not limited to CONSULTANT'S negligence, errors, omissions, strict liability, statutory liability, indemnity obligation, breach of contract or breach of warranty shall not exceed the liability limits specified in Article 7.

ARTICLE 14 - NON-DISCRIMINATION

14.1 The Consultant will comply with the provisions of Chapter 151B, as amended, of the General Laws of Massachusetts relative to non-discrimination which are incorporated herein by reference and made a part of this Agreement.

14.2 In the performance of work under this Agreement, the Consultant shall not discriminate in employment practices or in the selection or retention of Sub-Consultants or in the procurement of materials or rental of equipment on the grounds of race, color, religion, gender identity or gender expression, or national origin, or on the grounds of age or sex except when age or sex is a bona fide occupational qualification.

The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice advising the said labor union or workers' representative of the Consultant's commitments under this section,

Comments for 2.28.23 Select Board Meeting

Jonathan Klein [REDACTED]

Sun 2/26/2023 10:40 AM

To: Bernard Greene <bgreene@brooklinema.gov>; John VanScoyoc <jvanscoyoc@brooklinema.gov>; Miriam Aschkenasy <maschkenasy@brooklinema.gov>; Mike Sandman <msandman@brooklinema.gov>

Cc: Devon Fields <dfields@brooklinema.gov>

To the Brookline Select Board:

encourage you to approve the \$277,200 contract for Opticos Design to take the next step in helping Brookline meet our obligation to comply with the MBTA Communities Act. I understand that you approved this expenditure several weeks ago, and urge you to take the next step and approve the contract promptly so we can stay on schedule. It is imperative to keep this process moving forward so that we can have sufficient time for community engagement and to meet the state deadline of December 31 for compliance.

Thank you for your consideration of my comments.

Jonathan Klein
[REDACTED]

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MBTA Communities / Opticos Design

Alan Christ <[REDACTED]>

Sun 2/26/2023 10:03 PM

To: Devon Fields <dfields@brooklinema.gov>

Select Board Members,

I strongly urge you to finalize the contract with Opticos Design for the Harvard Street form-based zoning pilot. Opticos is one of the leading specialists in form-based codes, and their expertise will ensure that the Harvard Street pilot has a robust community outreach process which will lead to a successful outcome for the town, one which reflects our values while also complying with MBTA Communities Act guidelines. A failure to act in an expedient manner could be disastrous for the town; in light of this, approving their contract ASAP is extremely important.

Thank you for your time and consideration.

Sincerely,
Alan Christ
TMM, Precinct 4

Sent from my iPhone

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MBTACA Contract Approval

Lee Biernbaum <[REDACTED]>

Sun 2/26/2023 9:20 PM

To: Bernard Greene <bgreene@brooklinema.gov>; John VanScoyoc <jvanscoyoc@brooklinema.gov>; Miriam Aschkenasy <maschkenasy@brooklinema.gov>; Mike Sandman <msandman@brooklinema.gov>; Devon Fields <dfields@brooklinema.gov>

To the Brookline Select Board:

I encourage you to approve the \$277,200 contract for Opticos Design to take the next step in helping Brookline meet our obligation to comply with the MBTA Communities Act. I understand that you approved this expenditure several weeks ago, and urge you to take the next step and approve the contract promptly so we can stay on schedule. It is imperative to keep this process moving forward so that we can have sufficient time for community engagement and to meet the state deadline of December 31 for compliance.

Thank you for your consideration of my comments.

Lee Biernbaum, TMM P9

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Approve the contract

Roslyn Feldberg <[REDACTED]>

Sun 2/26/2023 8:44 PM

To: Devon Fields <dfields@brooklinema.gov>

Please forward to:

Bernard Greene bgreene@brooklinema.gov

John VanScoyoc <jvanscoyoc@brooklinema.gov>

Aschkenasy Miriam maschkenasy@brooklinema.gov

Mike Sandman <msandman@brooklinema.gov>

cc: Devon Fields dfields@brooklinema.gov

To the Brookline Select Board:

I encourage you to approve the \$277,200 contract for Opticos Design to take the next step in helping Brookline meet our obligation to comply with the MBTA Communities Act. I understand that you approved this expenditure several weeks ago, and urge you to take the next step and approve the contract promptly so we can stay on schedule. It is imperative to keep this process moving forward so that we can have sufficient time for community engagement and to meet the state deadline of December 31 for compliance.

Thank you for your consideration of my comments.

Roslyn Feldberg, TMM 10

If you are from Brookline MA, join me in signing up for 100% renewable electricity through our town's Brookline All Green plan! It takes 5 minutes, costs little, and doesn't change your billing or electric service. Go to [BrooklineGreen.com](https://brooklinegreen.com) or call (866) 968-8065

Please follow Brookline Mother's Out Front on Twitter

Sent from my iPad

Roslyn Feldberg, PhD
Independent Scholar
Roslynf@rcn.com
(617) 879-0558

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Brookline & MBTA Communities Act

Sam Eckert [REDACTED] >

Sun 2/26/2023 7:15 PM

To: Mike Sandman <msandman@brooklinema.gov>; John VanScoyoc <jvanscoyoc@brooklinema.gov>; Miriam Aschkenasy <maschkenasy@brooklinema.gov>; Bernard Greene <bgreene@brooklinema.gov>

Cc: Devon Fields <dfields@brooklinema.gov>

To the Brookline Select Board:

encourage you to approve the \$277,200 contract for Opticos Design to take the next step in helping Brookline meet our obligation to comply with the MBTA Communities Act. I understand that you approved this expenditure several weeks ago, and urge you to take the next step and approve the contract promptly so we can stay on schedule. It is imperative to keep this process moving forward so that we can have sufficient time for community engagement and to meet the state deadline of December 31 for compliance.

Thank you for your consideration of my comments.

Sam Eckert
[REDACTED]

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Please approve the Opticos Design contract to comply with the MBTA Communities Act

Shira H <[REDACTED]>

Sun 2/26/2023 6:03 PM

To: Bernard Greene <bgreene@brooklinema.gov>; John VanScoyoc <jvanscoyoc@brooklinema.gov>; Miriam Aschkenasy <maschkenasy@brooklinema.gov>; Mike Sandman <msandman@brooklinema.gov>; Devon Fields <dfields@brooklinema.gov>

To the Brookline Select Board:

I encourage you to approve the \$277,200 contract for Opticos Design to take the next step in helping Brookline meet our obligation to comply with the MBTA Communities Act. I understand that you approved this expenditure several weeks ago, and urge you to take the next step and approve the contract promptly so we can stay on schedule. It is imperative to keep this process moving forward so that we can have sufficient time for community engagement and to meet the state deadline of December 31 for compliance.

Thank you for your consideration of my comments.

Shira Horowitz
[REDACTED]

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Comments in advance of 2.28.23 Select Board Meeting

Katherine Haenschen [REDACTED]

Sun 2/26/2023 2:46 PM

To: Bernard Greene <bgreene@brooklinema.gov>; John VanScoyoc <jvanscoyoc@brooklinema.gov>; Miriam Aschkenasy <maschkenasy@brooklinema.gov>; Mike Sandman <msandman@brooklinema.gov>

Cc: Devon Fields <dfields@brooklinema.gov>

Dear Brookline Select Board:

I am a Brookline resident and a homeowner, residing in the Coolidge Corner neighborhood with my family.

I am writing to ask you to please approve the \$277,200 contract for Opticos Design to take the next step in helping Brookline meet our obligation to comply with the MBTA Communities Act.

Please take this next step and approve the contract promptly so we can stay on schedule. It is imperative to keep this process moving forward so that we can have sufficient time for community engagement and to meet the state deadline of December 31 for compliance.

Our town cannot and should not be incurring financial penalties from failure to comply with an act that is in keeping with the values of Brookline.

Thank you!

Sincerely,
Katherine Haenschen
[REDACTED]

Katherine Haenschen, PhD

Assistant Professor, Departments of Communication Studies & Political Science
Northeastern University

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Approve contract for Opticos Design

katha seidman [REDACTED]

Sun 2/26/2023 11:52 AM

To: Bernard Greene <bgreene@brooklinema.gov>; John VanScoyoc <jvanscoyoc@brooklinema.gov>; Miriam Aschkenasy <maschkenasy@brooklinema.gov>; Mike Sandman <msandman@brooklinema.gov>

Cc: Devon Fields <dfields@brooklinema.gov>

To the Brookline Select Board:

encourage you to approve the \$277,200 contract for Opticos Design to take the next step in helping Brookline meet our obligation to comply with the MBTA Communities Act. I understand that you approved this expenditure several weeks ago, and urge you to take the next step and approve the contract promptly so we can stay on schedule. It is imperative to keep this process moving forward so we have sufficient time for community engagement as we bring some of our zoning bylaws into the 21st century, and also meet the state deadline of December 31 for compliance with the MBTA Communities Act.

Thank you for your consideration of my comments

Katha Seidman

[REDACTED]

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Optics Contract

Al Raine [REDACTED]

Sun 2/26/2023 11:32 AM

To: Devon Fields <dfields@brooklinema.gov>; John VanScoyoc <jvanscoyoc@brooklinema.gov>; Mike Sandman <msandman@brooklinema.gov>; bgreen@brookline.gov <bgreen@brookline.gov>; maschkenasy@brookline.gov <maschkenasy@brookline.gov>

To the Select Board:

I respectfully urge you to approve the \$277,200 contract for Opticos Design to take the next step in helping Brookline comply with the MBTA Communities Act. I applaud the Board's approval of this expenditure earlier this month and hope you will now take the next step and approve the contract, so we can stay on schedule. It is imperative to keep this process moving forward so we can have sufficient time for community engagement and to meet the state compliance deadline of December 31.

Thank you for you considering my comments.

Al Raine
[REDACTED]

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Approve Zoning Consultant Contract Tomorrow!

Michael Rubenstein <[REDACTED]>

Mon 2/27/2023 1:56 PM

To: Mike Sandman <msandman@brooklinema.gov>; John VanScoyoc <jvanscoyoc@brooklinema.gov>; Miriam Aschkenasy <maschkenasy@brooklinema.gov>; Bernard Greene <bgreene@brooklinema.gov>
Cc: Devon Fields <dfields@brooklinema.gov>

Dear Members of the Brookline Select Board:

My name is Michael Rubenstein and I live at 130 Willard Road in Brookline. I am writing to voice strong support our Town's proposal to revise the zoning along Harvard Street. This zoning proposal will give Brookline the opportunity to consider a wider range of options toward expressing important values of our town: the responsible stewardship of our town's resources as well as our moral obligation to making Brookline welcoming and livable to the diverse population we need to maintain Brookline's character, economy and infrastructure. The proposal also includes processes for substantial and meaningful opportunities for community engagement throughout.

By approving the contract for a zoning consultant, we will keep Harvard Street the vibrant and pedestrian-friendly place that we love. Happily, this plan will also place our Town in compliance with the MBTA Communities Act.

I urge that the Select Board approve the contract for a zoning consultant (Opticos Design) at your meeting on February 28th. Please do not delay approval any further; this important work must get underway **now** for the plan to be submitted to the November Town Meeting and meet the MBTACA December deadline.

Thank you for all of your service to our town.

Sincerely,
Michael Rubenstein

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In favor of the Opticos Design contract

Dave Porter [REDACTED]

Mon 2/27/2023 6:58 AM

To: Devon Fields <dfields@brooklinema.gov>

Hi Devon,

I'm writing to urge the Select Board to vote in favor of the Opticos Design contract. It's funded and it's needed to keep our MBTACA work on schedule.

Thanks,

Dave Porter

P6 resident & parent

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Please approve the consultant's contract for MBTA Communities Act compliance

Zippy Ostroy [REDACTED]

Mon 2/27/2023 12:42 AM

To: Bernard Greene <bgreene@brooklinema.gov>; John VanScoyoc <jvanscoyoc@brooklinema.gov>; Miriam Aschkenasy <maschkenasy@brooklinema.gov>; Mike Sandman <msandman@brooklinema.gov>

Cc: Devon Fields <dfields@brooklinema.gov>

To the Brookline Select Board:

encourage you to approve the \$277,200 contract for Opticos Design to take the next step in helping Brookline meet our obligation to comply with the MBTA Communities Act

It is imperative to keep this process moving forward so that we can have sufficient time for community engagement and to meet the state deadline of December 31 for compliance.

I understand that you approved this expenditure several weeks ago; please take the next step and approve the contract promptly so we can stay on schedule

Thank you for your consideration of my comments

Zipora Ostroy
[REDACTED]

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FW: Vote Yes to Support Planning Dept. Staff

Kate MacGillivray <kmacgillivray@brooklinema.gov>

Tue 2/28/2023 4:28 PM

To: Devon Fields <dfields@brooklinema.gov>

One more

From: Kevin MacKenzie [REDACTED]**Sent:** Tuesday, February 28, 2023 4:27 PM**To:** Miriam Aschkenasy <maschkenasy@brooklinema.gov>; Bernard Greene <bgreene@brooklinema.gov>; Mike Sandman <msandman@brooklinema.gov>; John VanScoyoc <jvanscoyoc@brooklinema.gov>**Cc:** Select Board <selectboard@brooklinema.gov>**Subject:** Vote Yes to Support Planning Dept. Staff

Members of the Select Board,

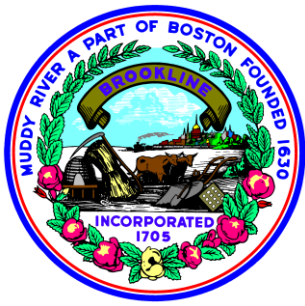
I am writing to urge you to support your wonderful, thoughtful staff at the Planning Department by moving ahead with the proposed contract to assist in their plan for compliance with the MBTACA.

Please **vote yes** on the: "Question of approving a contract with Opticos Design for form-based consulting services in the amount of \$277,200."

Thank you for taking the time to relieve so many emails for us and for your service for the Town.

Kevin MacKenzie
Brookline Resident

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TOWN OF BROOKLINE

Massachusetts

OFFICE OF TOWN COUNSEL

Joe Callanan, Town Counsel
 John Moersch, First Assistant Town Counsel
 John J. Buchheit, Associate Town Counsel
 Jonathan Simpson, Associate Town Counsel
 Michael Downey, Associate Town Counsel

TOWN OF BROOKLINE

OFFICE OF TOWN COUNSEL

MEMORANDUM

TO: Bernard W. Greene, Chair
 Members of the Brookline Select Board

FROM: Joe Callanan, Town Counsel

DATE: February 28, 2023

SUBJECT: Item no. 7 – Opioid Settlement Update

When the Select Board last discussed the settlement of cases against opioid defendants, I asked for authority from the Select Board to settle claims the Town of Brookline made against a manufacturer, Johnston & Johnston (J&J) and three major opioid distributors, Cardinal, McKesson, and AmerisourceBergen (the Big 3). We expect those settlements to bring to the Town around \$1.73 million over the next eighteen years.

Tonight, I seek your authority to settle the next round of claims the Town brought against opioid defendants. These parties include two manufacturers, Teva and Allergan, and three dispensers, CVS, Walgreens, and Walmart (the Next 5). We expect those settlements to bring to the Town another \$1.38 million over the next six to fifteen years depending upon the defendant.

The nationwide settlements of J&J and the Big 3 totaled in excess of \$26 billion. The nationwide settlements of the Next 5 are in excess of \$20 billion. Among the remaining opioid defendants, besides J&J, the Big 3, and the Next 5, the present state of settlement discussions indicates the remaining defendants may settle nationwide for another \$8 billion.

The remaining defendants include a manufacturer, Purdue Pharma (proposed settlement at this time - \$5.5 billion), two generic manufacturers, Mallinckrodt (\$1.7 billion) and Endo (\$450 Million), and the consulting group, McKinsey (\$600 million). If these remaining proposed settlements are finalized, then the Town should receive another \$500,000.

I attach the permissible uses of this money according to state law and the terms of the various settlements. Please let me know if you have any questions. Thank you very much.

333 Washington Street, Brookline, Massachusetts 02445-6863
 Telephone (617) 730-2190 ♦ Fax Number (617) 264-6463

MASSACHUSETTS ABATEMENT TERMS

I. STATEWIDE COMMITMENT TO ABATEMENT

The Commonwealth and its municipalities have a shared commitment to using abatement funds recovered from statewide opioid settlements to supplement and strengthen resources available to Massachusetts communities and families for substance use disorder prevention, harm reduction, treatment, and recovery in a manner that:

- ❖ reflects the input of our communities, of people who have personal experience with the opioid crisis, of experts in treatment and prevention, and of staff and organizations that are carrying out the abatement work;
- ❖ addresses disparities in existing services and outcomes and improves equity and the health of individuals and communities disadvantaged by race, wealth, and stigma, including through efforts to increase diversity among service providers;
- ❖ addresses mental health conditions, substance use disorders, and other behavior health needs that occur together with opioid use disorder (“OUD”);
- ❖ leverages programs and services already reimbursed by state agencies and programs, including direct care reimbursed by MassHealth and the state’s Bureau of Substance Addiction Services (“BSAS”); and
- ❖ encourages innovation, fills gaps and fixes shortcomings of existing approaches; supplements rather than supplants resources for prevention, harm reduction, treatment, and recovery; includes evidence-based, evidence-informed, and promising programs; and takes advantage of the flexibility that is allowed for these funds.²

This document sets forth: how abatement funds from these settlements must be used by the state and its municipalities (Sections II and III); how the state will support municipal abatement initiatives (Section IV); and state and municipal reporting requirements (Section V).

II. STATE USE OF ABATEMENT FUNDS

Abatement funds directed to the state shall be deposited into the statewide Opioid Recovery and Remediation Fund to supplement prevention, harm reduction, treatment, and recovery programs throughout Massachusetts. The Fund is overseen by the Commonwealth’s Executive Office of Health and Human Services (“EOHHS”) together with a Council comprised of 10 municipal appointees appointed by the Massachusetts Municipal Association and 10 state

² In this document, the words “fund” and “support” are used interchangeably and mean to create, expand, or sustain a program, service, or activity. References to persons with opioid use disorder are intended in a broad practical manner to address the public health crisis, rather than to require a clinical diagnosis, and they include, for example, persons who have suffered an opioid overdose. It is also understood that OUD is often accompanied by co-occurring substance use disorder or mental health conditions, and it is intended that the strategies in this document will support persons with OUD and any co-occurring SUD and mental health conditions.

appointees qualified by experience and expertise regarding opioid use disorder. Appointees serve for two years. The Council holds public meetings every quarter to identify priorities for addressing the opioid epidemic in Massachusetts.

III. MUNICIPAL USE OF ABATEMENT FUNDS

Abatement funds allocated to municipalities shall be used to implement the strategies set forth below. Municipalities are encouraged to pool abatement funds to increase their impact, including by utilizing the Office of Local and Regional Health's Shared Service infrastructure. Municipal abatement funds shall not be used to fund care reimbursed by the state, including through MassHealth and BSAS, although local or area agencies or programs that provide state-reimbursed services can be supported financially in other ways that help meet the needs of their participants.

1. Opioid Use Disorder Treatment

Support and promote treatment of persons with OUD, including through programs or strategies that:

- a. Expand mobile intervention, treatment, telehealth treatment, and recovery services offered by qualified providers, including peer recovery coaches.
- b. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
- c. Make capital expenditures to rehabilitate and expand facilities that offer treatment for OUD, in partnership with treatment providers.
- d. Treat trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose).

2. Support People In Treatment And Recovery

Support and promote programs or strategies that:

- a. Provide comprehensive wrap-around services to individuals with OUD, including job placement, job training, or childcare.
- b. Provide access to housing for people with OUD, including supportive housing, recovery housing, housing, rent, move-in deposits, and utilities assistance programs, training for housing providers, or recovery housing programs that integrate FDA-approved medication with other support services.
- c. Rehabilitate properties appropriate for low-threshold and recovery housing, including in partnership with DHCD-funded agencies and OUD-specialized organizations.
- d. Provide peer support specialists that support people in accessing OUD treatment, trauma-informed counseling and recovery support, harm reduction services, primary healthcare,

7.A.

or other services, including support for long-term recovery encompassing relapse, treatment, and continued recovery.

- e. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD.
- f. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD.
- g. Provide transportation to treatment or recovery services for persons with OUD.
- h. Provide employment training or educational services for persons with OUD, such as job training, job placement, interview coaching, community college or vocational school courses, transportation to these activities, or similar supports.
- i. Increase the number and capacity of high-quality recovery programs to help people in recovery.
- j. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
- k. Support programs for recovery in schools and/or standalone recovery high schools.
- l. Support bereaved families and frontline care providers.

3. Connections To Care

Provide connections to care for people who have, or are at risk of developing, OUD through programs or strategies that:

- a. Support the work of Emergency Medical Systems, including peer support specialists and post-overdose response teams, to connect individuals to trauma-informed treatment recovery support, harm reduction services, primary healthcare, or other appropriate services following an opioid overdose or other opioid-related adverse event.
- b. Support school-based services related to OUD, such as school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people. This should include alternatives to suspension or interaction with school resource officers such as restorative justice approaches.
- c. Fund services or training to encourage early identification and intervention for families, children, or adolescents who may be struggling with use of drugs or mental health conditions, including peer-based programs and Youth Mental Health First Aid. Training programs may target families, caregivers, school staff, peers, neighbors, health or human services professionals, or others in contact with children or adolescents.

- d. Include Fire Department partnerships such as Safe Stations.³

4. Harm Reduction

Support efforts to prevent overdose deaths or other opioid-related harms through strategies that:

- a. Increase availability of naloxone and other drugs that treat overdoses for first responders,⁴ overdose patients, individuals with OUD and their friends and family, schools, community-based organizations, community navigators and outreach workers, persons being released from jail or prison, or the public.
- b. Provide training and education regarding naloxone and other drugs that treat overdoses.
- c. “Naloxone Plus” strategies to ensure that individuals who receive naloxone to reverse an overdose are linked to treatment programs or other appropriate services.
- d. Approve and fund syringe service programs and other programs to reduce harms associated with drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, syringe collection and disposal, connections to care, and the full range of harm reduction and treatment services provided by these programs.
- e. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, primary and behavioral health care, recovery support, or other appropriate services to persons with OUD.
- f. Promote efforts to train health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD in crisis training and harm reduction strategies.
- g. Active outreach strategies such as the Drug Abuse Response Team model or the Post Overdose Support Team model.
- h. Provide outreach and services for people who use drugs and are not yet in treatment, including services that build relationships with and support for people with OUD.

5. Address The Needs Of Criminal-Justice-Involved Persons

Support diversion and deflection programs and strategies for criminal-justice-involved persons with OUD, including:

- a. Programs, that connect individuals involved in the criminal justice system and upon release from jail or prison to OUD harm reduction services, treatment, recovery support, primary healthcare, prevention, legal support, or other supports, or that provide these

³ Safe Stations currently operate in Fall River and Revere. See, e.g., <https://www.mma.org/fall-river-fire-stations-become-safe-stations-for-people-seeking-addiction-treatment/>.

⁴ Municipalities can purchase discounted naloxone kits from the State Office of Pharmacy Services. See <https://www.mass.gov/service-details/bulk-purchasing-of-naloxone>.

services.

- b. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater OUD expertise.
- c. Public safety-led diversion strategies such as the Law Enforcement Assisted Diversion model.
- d. Participate in membership organizations such as the Police Assisted Addiction Recovery Initiative for training and networking and utilize law enforcement training opportunities such as the Safety and Health Integration in the Enforcement of Laws on Drugs (SHIELD) model.⁵

6. Support Pregnant Or Parenting Women And Their Families, Including Babies With Neonatal Abstinence Syndrome

Support pregnant or parenting women with OUD and their families, including babies with neonatal abstinence syndrome, through programs or strategies that provide family supports or childcare services for parents with OUD, including supporting programs such as:

- a. FIRST Steps Together, a home visiting program for parents in recovery that currently has seven sites serving cities and towns across the state;
- b. Pregnant/post-partum and family residential treatment programs, including and in addition to the eight family residential treatment programs currently funded by DPH; and
- c. the Moms Do Care recovery support program that has grown from two to ten programs in the state.

7. Prevent Misuse Of Opioids And Implement Prevention Education

Support efforts to prevent misuse of opioids through strategies that:

- a. Support programs, policies, and practices that have demonstrated effectiveness in preventing drug misuse among youth. These strategies can be found at a number of existing evidence-based registries such as Blueprints for Health Youth Development (<https://www.blueprintsprograms.org/>).
- b. Support community coalitions in developing and implementing a comprehensive strategic plan for substance misuse prevention. There are a number of evidence based models for strategic planning to consider including but not limited to the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (<https://www.samhsa.gov/sites/default/files/20190620-samhsa-strategic-prevention-framework-guide.pdf>) and Communities That Care developed by the University of Washington (<https://www.communitiesthatcare.net/programs/ctc-plus/>).
- c. Engage a robust multi-sector coalition of stakeholders in both the development and implementation of the above stated strategic plan (<https://www.prevention->

⁵ See <https://paariusa.org>

first.org/centers/center-for-community-engagement/about-this-center/).

- d. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD.
- e. Support greater access to mental health services and supports for young people, including services provided in school and in the community to address mental health needs in young people that (when not addressed) increase the risk of opioid or another drug misuse.
- f. Initiate, enhance, and sustain local youth health assessment through the implementation of a validated survey tool to develop localized strategic plans that will inform the best ways to institute or enhance strategies to reduce and prevent youth substance misuse, including mental health services and supports for young people, intervention services for families, and youth-focused programs, policies, and practices that have demonstrated effectiveness in reducing and preventing drug misuse.

IV. STATE SUPPORT FOR MUNICIPAL ABATEMENT AND INTER-MUNICIPAL COLLABORATION

EOHHS and the Department of Public Health (DPH), including through its Office of Local and Regional Health (OLRH), will support municipal abatement initiatives by providing strategic guidance to help Massachusetts municipalities select and implement abatement strategies and effectively pool their resources through inter-municipal Shared Service Agreements, as well as other technical assistance. By pooling resources, functions, and expertise, a consortium of cities and towns can expand the public health protections and services they offer residents.

In addition, EOHHS/DPH will collect information regarding municipal abatement and publish an annual report to provide the public with information about the municipal abatement work and to highlight effective strategies, lessons learned, and opportunities for further progress. The support for municipal abatement described in this Section IV will be funded by the state abatement funds described in Section II, above.

V. REPORTING AND RECORD-KEEPING REQUIREMENTS

A. STATE REPORTING. Annually, not later than October 1, the secretary of EOHHS shall file a report on the activity, revenue and expenditures to and from the statewide Opioid Recovery and Remediation Fund in the prior fiscal year with the clerks of the senate and the house of representatives, the house and senate committees on ways and means and the joint committee on mental health, substance use and recovery and made available on the executive office of health and human services' public website. The report shall include, but not be limited to: revenue credited to the fund; expenditures attributable to the administrative costs of the executive office; an itemized list of the funds expended from the fund; data and an assessment of how well resources have been directed to vulnerable and under-served communities. EOHHS filed its first Annual Report on October 1, 2021.

B. MUNICIPAL REPORTING. Cities and towns that receive annual abatement distributions of \$35,000⁶ or more, whether individually or pooled through OLRH Shared Service arrangements, will be required to submit annual reports of their Municipal Abatement Fund expenditures in the prior fiscal year to EOHHS, starting in FY2023. The reports shall include, but not be limited to: municipal abatement funds received; an itemized list of the funds expended for abatement and administrative costs, if applicable; the unexpended balance; a brief description of the funded abatement strategies and efforts to direct resources to vulnerable and under-served communities. Additional reporting-related guidance shall be provided. All municipalities must maintain, for a period of at least 5 years after funds are received, documents sufficient to reflect that Municipal Abatement Funds were utilized for the Municipal Abatement Strategies listed herein.⁷

⁶ EOHHS retains the right to modify this reporting threshold.

⁷ Nothing in this document reduces obligations under public records law.

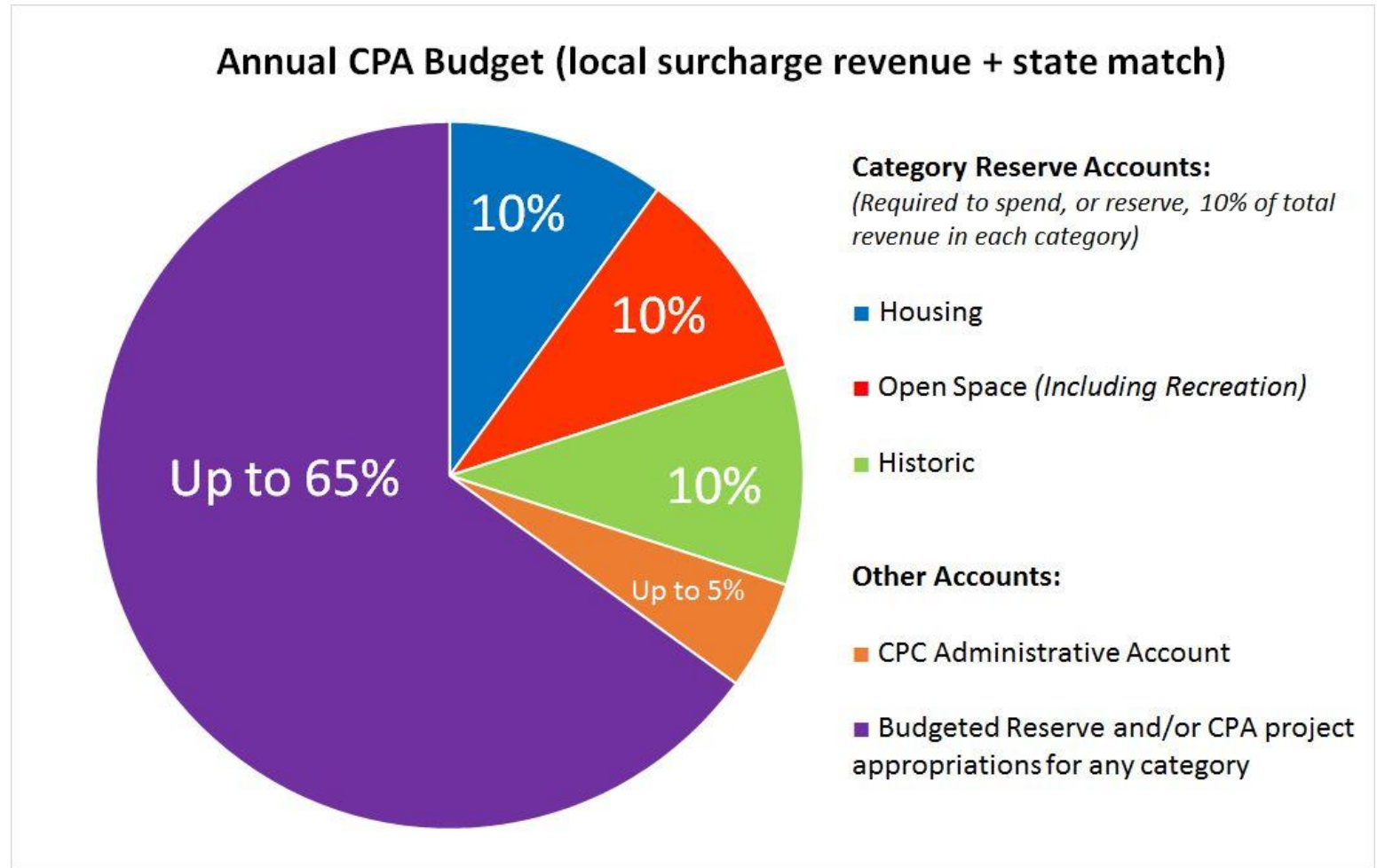
CPA Update

Select Board 2/28/2023

CPC Committee Members

Board or Commission	Member Name
Planning Board	Blair Hines
Conservation Commission	Samuel Burrington
Housing Advisory Board	Jenny Raitt
Brookline Housing Authority	Joanne Sullivan
Park and Recreation Commission	Clara Batchelor
Preservation Commisison	John Spiers
At Large	David Lescohier
At Large	Nancy Heller
At Large	Mini Kolluri

Minimum CPA Budget Allocations



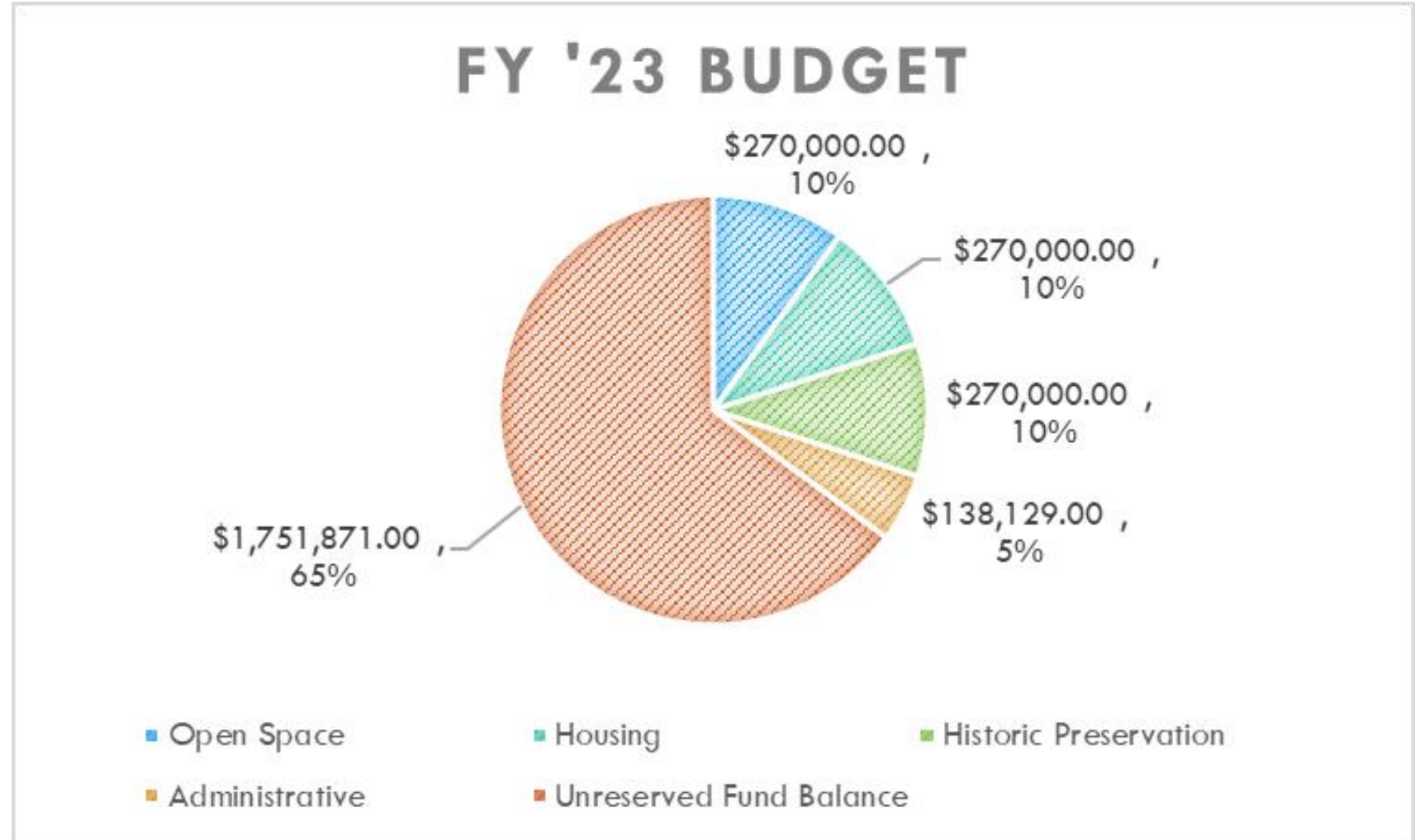
CPC Progress Timeline

The Community Preservation Plan Development and Implementation

June/July 2022	Training for CPC members.
August 2022 – November 2022	<ul style="list-style-type: none"> Established the CPC's organization and structure. Developed and issued RFQ for procurement of consultant for assistance in developing CPA plan.
December 2022 – February 2023	<ul style="list-style-type: none"> Reviewed applicant/consultant materials, Interviewed and checked references, Voted to approve contract with consultant.
March 2023 – May 2023	<ul style="list-style-type: none"> Work with consultant to develop a draft CPA plan with community engagement, Integrate relevant existing Town plans into the CPA plan, and Review of needs with boards/committees in targeted areas, i.e. housing, open space/recreation, and historic preservation.
June 2023 – September 2023	<ul style="list-style-type: none"> Complete draft CPA plan, Hold public hearing on draft plan (as required by State law), Review and revise draft plan, and Approve final plan.
September 2023 – March 2024	<ul style="list-style-type: none"> Accept applications for CPA funds, Review applications and ensure that CPA regulations are met, Make award recommendations, and Submit Warrant Article recommendations for May, 2024 Town Meeting.

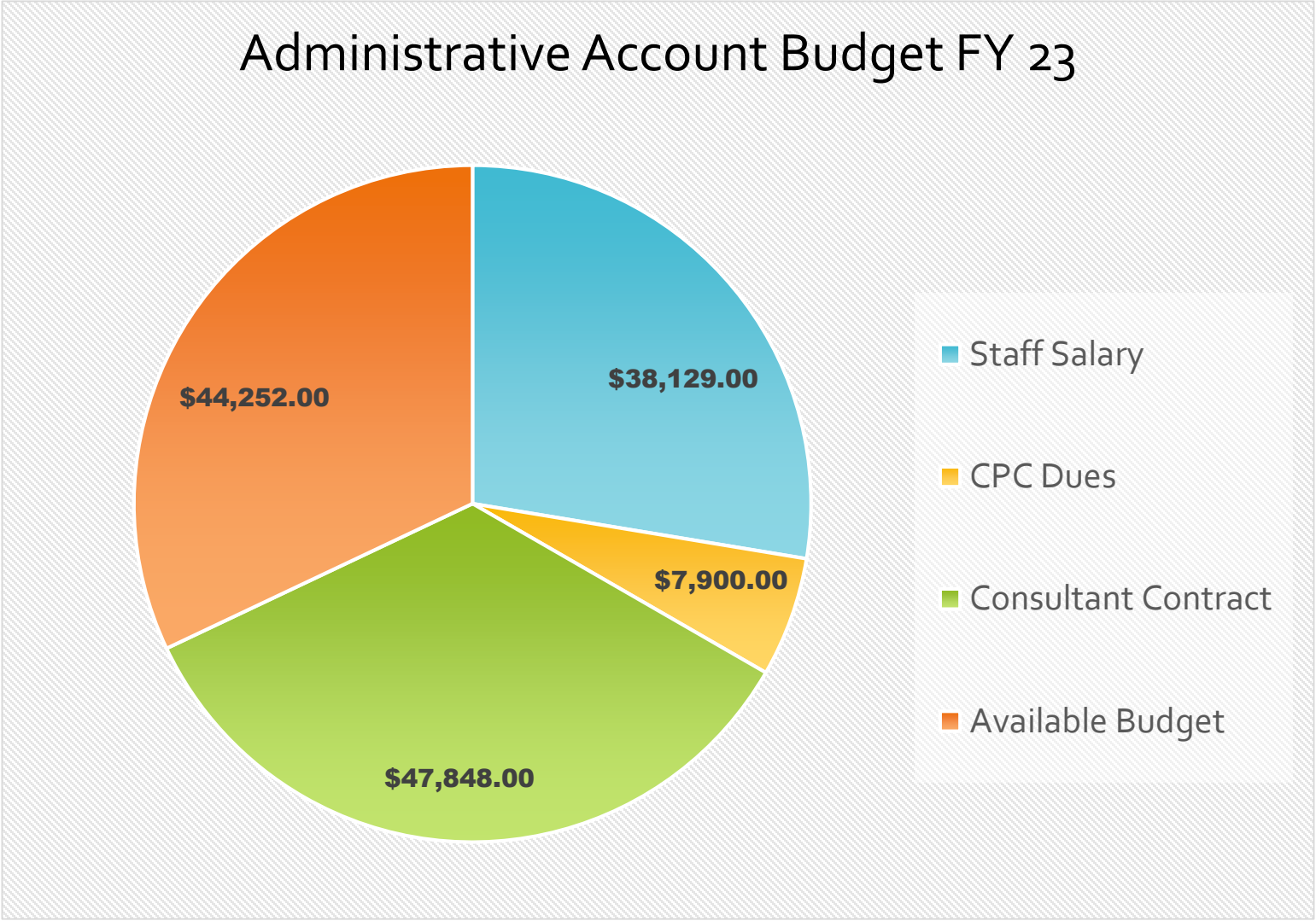
FY 23 Budget

Total budget \$2,700,000.00



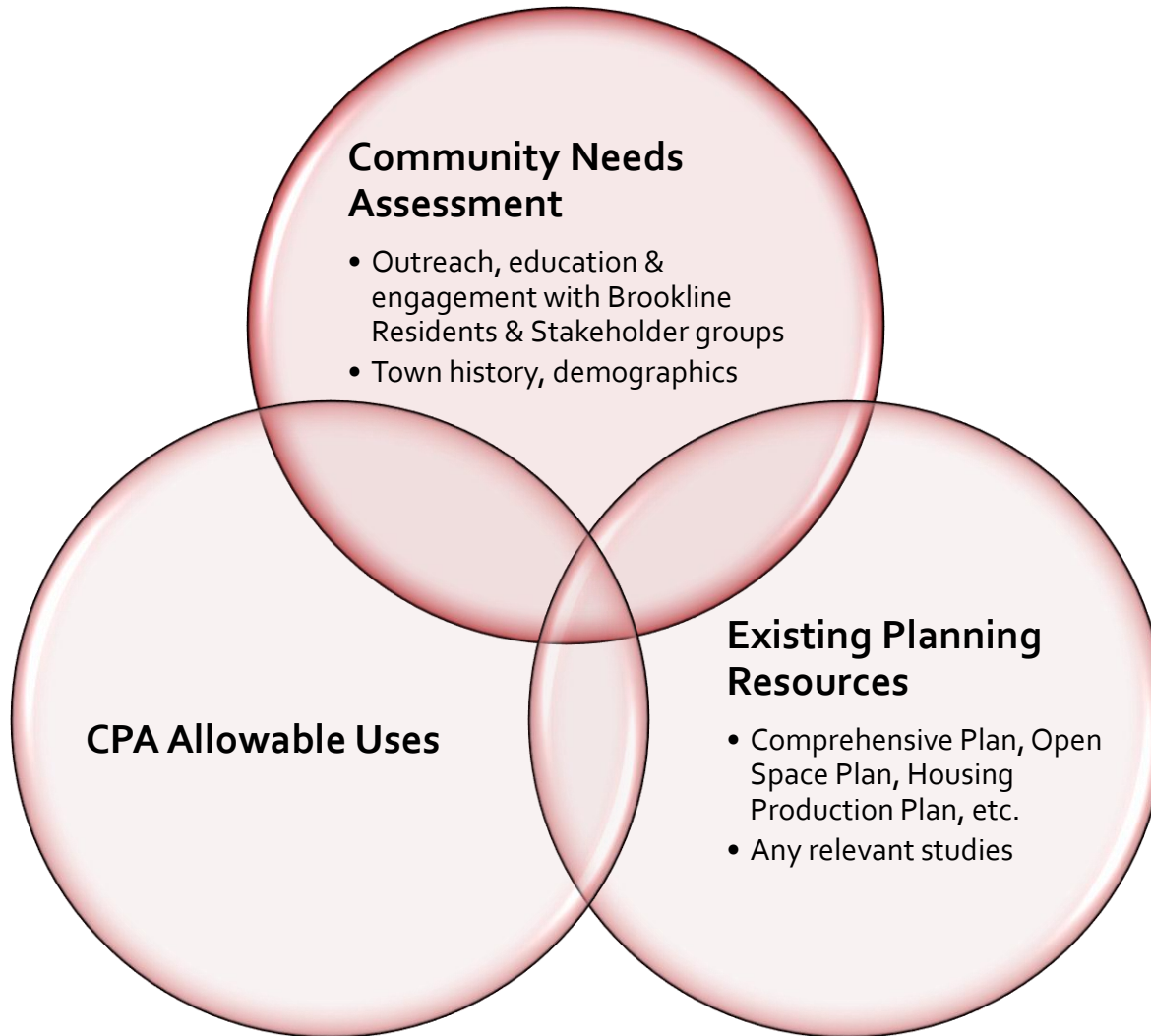
FY 23
Administrative
Account

Total budget: \$ 138,129.00



Elements of a CPA Plan

Due September 1, 2023



J.M Goldson Scope of Work

Phase One

8.A.

Scope of Work
Phase I Community Meetings & Preservation Plan (February - September 2023)
Eight working group meetings (once per month) + Eight staff/chair level coordination meetings. Assume all virtual. (Founder & Managing Director (FMD) attend five working group meetings; Project Manager (PM) attend all meetings, Community Planner & Engagement Specialist (CPES) attend one
Review background materials and collect information on CP resources, create fact sheets for each CPA area and overall fact sheet (education materials about CPA), with one round of revisions
Mapping resources and one half-day onsite to photograph key resources (pair with hanging signs)
Organize, facilitate, and provide report out of one focus group for each spending category for a total of four focus group meetings (assumes virtual)
Develop outreach plan and CPA brand marketing, content and templates for social media outreach, the annual report, and the website
Develop community-wide survey and assist with analysis of results
Organize, facilitate, and provide report out of one Community Charrette (a.k.a. interactive community workshop) to inform the public about the CPA and gather input from the public on draft needs, goals, and priorities based on existing Town plans (assumes virtual)
Prepare draft, with up to 2 rounds of revisions
CPC Meeting #1: Organize, facilitate, and provide report out of one community meeting to review draft plan and gain input into grant criteria Assume in-person/hybrid - To be held on 6/12/2023
CPC Meeting #2 - Public Hearing for Draft Plan. Assume in-person/hybrid - To be held on 7/17/2023
One CPC Meeting #3 to review revised plan. Assume in person/hybrid. (FMD and PM attend all) - To be held on 9/1/2023
Finalize plan

J.M Goldson Scope of Work Phase 2

Tasks to be completed in-house
or contracted separately

8.A.

Phase II Application & Review Process (July - September 2023)

Develop a two-step eligibility application process, application forms, and a CPA Eligibility Matrix for reviewing, evaluating, and accepting grant applications

Develop project Application Guidelines & Scoring Criteria that reflect the community values, goals, priorities, and available CPA funding as established in the Community Preservation Plan

Develop a calendar and process diagram for the proposal process in line with Brookline's annual budgetary process, and a project recommendation template including project description and costs for annual project funding recommendations to Town Meeting

Proposal total: \$47,848.00

Create signs to be hung at up to 20 locations throughout town to encourage participation in the survey and public forums (include translations in up to three languages - (Chinese, Russian, and Spanish) (JMG team to hang signs)*

Provide translated outreach materials and translated survey in up to three languages *

Develop a workshop program or recorded video and toolbox to inform the community about the CPA funding guidelines and procedural rules, the funding application process, and the review and evaluation criteria matrix that establishes minimum requirements, desirable elements, and fair evaluation of all applications based on goals and priorities as established in the Community Preservation Plan

CPA allowable uses chart

	Open Space	Historic	Recreation	Housing
Acquire	Yes	Yes	Yes	Yes
Create	Yes	No	Yes	Yes
Preserve	Yes	Yes	Yes	Yes
Support	No	No	No	Yes
Rehabilitate and/or Restore	No (unless acquired or created with CPA \$\$)	Yes	Yes	No (unless acquired or created with CPA \$\$)

- CPA projects are focused on **improvements or acquisition** of real property.
- CPA funds **may not be spent on ordinary maintenance or annual operating expenses**; only capital improvements are allowed.
- CPA funds **may not replace existing funding** in the Town's budget.

CPC Meeting Schedule 2023

Meeting Schedule 2023	
January	30th
February	13th
March	13th
April	10th
May	8th
June	12th- Review of Draft Plan
July	17th- Public Hearing
August	14th- Review of Revised Plan
September	11th
October	16th
November	13th
December	11th

Meetings highlighted in red are meetings with the Consultant
The final CPA Plan is scheduled to be submitted on 9/1/2023

FY '24 Budget Warrant Article

8.A.

FY 24 ANNUAL COMMUNITY PRESERVATION PROGRAM BUDGET

Submitted by: Community Preservation Committee

Contact Nancy Heller, 617-290-6262, Chair, David Lescohier, 617-383-5935, Vice Chair

To see if the Town will vote to appropriate and reserve from Community Preservation Fund annual revenues or available CPA reserve funds the amounts recommended by the Community Preservation Committee for committee administrative expenses, debt service, community preservation projects and other expenses in Fiscal Year 2024, with each item to be considered a separate appropriation as follows:

<u>PURPOSE</u>	<u>RECOMMENDED AMOUNT</u>	<u>CPA FUNDING SOURCE</u> (If other than annual fund revenues)
<u>Appropriation</u>		
Community Preservation Committee – Administrative Expenses	<u>177,500</u>	
<u>Reserves</u>		
Budgeted Reserves	<u>1,977,500</u>	
Open Space & Recreation	<u>465,000</u>	
Historic Preservation	<u>465,000</u>	
Community Housing	<u>465,000</u>	

Or act on anything thereto.

8.A.

The FY 23 CPA reserve appropriations for the community housing, open space and recreation, and historic preservation reserves did not comply with the 10% requirement. Therefore, the Committee is recommending an additional \$110,000 be added to these reserves, as a true-up:

FY 24 Revenue

Estimated FY 24 Local CPA Net Surcharge Revenue	\$2,800,000
Estimated FY 24 CPA Trust Fund Distribution	\$ 750,000
Total FY24 Recommended Appropriation:	\$3,550,000

Required FY 24 Ten Percent Budgeted Reserves Distributions

Community Housing Reserve	\$355,000
Open Space & Recreation Reserve	\$355,000
Historic Preservation Reserve	\$355,000

	FY 23 True-up	FY 24 Required	FY 23 true-up plus FY 24 Requirement
Community Housing Reserve	110,000	355,000	465,000
Open Space & Recreation Reserve	110,000	355,000	465,000
Historic Preservation Reserve	110,000	355,000	465,000

Questions or Comments?



TOWN OF BROOKLINE *Massachusetts*

OFFICE OF TOWN COUNSEL

Joe Callanan, Town Counsel
John Moreschi, First Assistant Town Counsel
John J. Buchheit, Associate Town Counsel
Jonathan Simpson, Associate Town Counsel
Michael Downey, Associate Town Counsel

333 Washington Street
Brookline, MA 02445
617-730-2190
Fax: 617-264-6463

MEMORANDUM

February 24, 2023

TO: Select Board

RE: Brookline Dining Group, LLC, d/b/a Hamilton
Liquor License Hearing

FR: John Buchheit

CC: J. Callanan
C. Carey

On the agenda for your February 28, 2023 meeting is a hearing on Hamilton's alleged violations of its All Alcohol Liquor License. This memo sets forth the alleged violations, the documents (exhibits 1 through 9) evidencing those violations, and an overview of your enforcement authority.

Alleged Violations

1. *Operation without an approved Manager or Alternate Manager in charge (2019 through 2023) in violation of Section A.18 of the Town of Brookline's Sale of Alcoholic Beverages Regulations ("Regulations").*

Section A.18 of the Regulations provides, in pertinent part: "No corporation or other legal entity shall be approved for a license unless the entity, by vote of its board of directors, has appointed a Manager for the licensed premises whom the Board deems capable of fulfilling his or her managerial responsibilities as set forth herein.... At no time shall the premises be open without a duly-appointed and Board-approved Manager

9.A.

Select Board

February 24, 2023

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or Alternate Manager in charge.... The Manager shall have total responsibility for the proper operation of the licensed premises and shall maintain order and decorum within the premises, whether present or not, and shall cooperate in all ways with Town Officials in ensuring safe and orderly facilities. The Manager shall not permit any illegality, disorder, indecency, prostitution, lewdness or illegal gambling in or on the premises. No appointment of a Manager or Alternate Manager shall be effective unless and until approved by the Board.

2. Giving false information on multiple renewal applications (2019 through 2023) in violation of Section A.4 of the Regulations by listing a Manager who is no longer employed by the Licensee.

Section A.4 of the Regulations provides, in pertinent part: “All applications must contain complete and truthful information. Submission of an application containing false information shall be cause for refusing the application or for suspending, canceling or revoking a license already granted.

3. Failure to notify the Local Licensing Authority of a change in beneficial interest once the Manager of record who is also an LLC manager holding a 5 percent interest, has left the company while adding an LLC manager (in violation of G.L. c. 138, §15A).

G.L. c. 138, §15A, provides, in pertinent part: “All applications for an original license under sections twelve and fifteen shall be made on a form or forms to be prescribed by the commission and shall include a sworn statement by the applicant giving the names and addresses of all persons who have a direct or indirect beneficial interest in said license. No stock in a corporation holding a license to sell alcoholic beverages shall be transferred, pledged, or issued without first obtaining the permission of the local licensing authorities and the commission.

Exhibits (included herewith)

1. February 10, 2023 Hearing Notice
2. February 8, 2023 David Ferrando email
3. 2023 Retail License Renewal
4. 2022 Retail License Renewal
5. 2021 Retail License Renewal
6. 2020 Retail License Renewal
7. 2019 Retail License Renewal
8. April 30, 2018 ABCC Application Summary Review
9. 2021 Annual Report of LLC

Select Board

February 24, 2023

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Enforcement Authority

The Select Boards authority to enforce violations of local and state liquor laws is broad. G.L. c. 138, §64 provides: “The licensing authorities after notice to the licensee and reasonable opportunity for him to be heard by them, may modify, suspend, revoke or cancel his license upon satisfactory proof that he has violated or permitted a violation of any condition thereof, or any law of the commonwealth.” G.L. c. 138, §23, provides similar authority. Section A.35 of the Board’s Regulations, entitled “Sanctions,” states:

In the event that the Board finds, after hearing or reasonable opportunity therefor, that a licensee has failed to comply with any federal, state or local law, regulation or by-law, or with any condition imposed on the license, the Board shall take such action as it deems appropriate and as conforms with applicable law, including, but not limited to, the imposition of additional conditions on the license and/or on any of the licensee’s other licenses (such as a common victualler or entertainment license), a reduction in liquor sale hours (subject to any applicable legal restrictions, and after a hearing conducted with two (2) weeks’ notice to the licensee), a modification of any license, a suspension of any license of from one (1) to ninety (90) days, a non-renewal of any license (which non-renewal shall not take effect until any period for appeal to the ABCC has expired or an appeal to the ABCC has been filed), or revocation, forfeiture, or cancellation of any license.

In determining the appropriate sanction to be imposed on the licensee, the Board shall consider all factors it deems relevant, which may include, but are not limited to: the past history of findings of violation(s); the severity of the offense and egregiousness of the facts alleged; the culpability of the licensee and/or its manager(s), employee(s) and agent(s) (including the extent to which it had established and followed procedures to prevent such violations); the extent of any threat to public safety and to the public good; any steps by the licensee to remedy the violation and to prevent any reoccurrence; and any other additional factors deemed relevant by the Board.

* * *

In addition, a violation of these regulations may be subject to non-criminal disposition under Article 10.3 of the Town’s By-Laws.

The range of penalties that the Board can impose is considerable. The harshest available penalty would be revocation of the license. The Board can also suspend the license from 1 to 90 days. The Board may modify the license by imposing additional conditions on it. Finally, the Board can impose a monetary penalty that my research suggests is limited to non-criminal disposition under Article 10.3 of the Town’s General By-Laws. This would allow a penalty of \$50 per violation, each day being a separate

9.A.

Select Board

February 24, 2023

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violation. Given the length of time the violation has existed, this penalty could be considerable.

Historically, the most common penalty for liquor license violations has been a license suspension. The Board could impose a suspension where a subset of the required suspension days must be served with the remainder being held in abeyance for a certain period of time. This can help ensure future compliance. For example, in RK&E Corporation v. Alcoholic Beverages Control Commission, 97 Mass.App.Ct. 337 (2020), the ABCC imposed a 5-day suspension requiring that two days be served and the remaining 3 held in abeyance for two years. The licensee, a bar & grill, accepted that suspension, but appealed the condition imposed by the ABCC that it could no longer have any automatic amusement devices or video poker machines on the premises. In the case, ABCC investigators found that in a room at the back of the premises were several video poker machines. And, the investigators observed gambling at the facility, including patrons receiving cash payouts from a box kept behind the bar. The Appeals court upheld the ABCC licensor's broad right to impose conditions on liquor licenses. Thus, you could modify the license by adding conditions. For example, you could impose a condition requiring the licensee to appear before the Board at a future time for a compliance update.

The licensee has been working with the Building, Health and Engineering Departments to come into compliance with all of the Town's regulations, many of which relate to Hamilton's outdoor seating. You will receive an update on this at the hearing.

Please feel free to contact me with any questions you may have.



Town of Brookline Massachusetts

SELECT BOARD

BERNARD GREENE
JOHN VANSCHOYOC, VICE CHAIR
MIRIAM ASCHKENASY
MICHAEL SANDMAN

CHARLES CAREY
TOWN ADMINISTRATOR

333 WASHINGTON STREET
BROOKLINE, MASSACHUSETTS 02445

(617) 730-2200
FAX: (617) 730-2054

www.BrooklineMA.gov

February 10, 2023

By mail to:

Manus G. Johnston, Manager
Brookline Dining Group, LLC d/b/a Hamilton
1366 Beacon Street
Brookline, MA 02446

John Johnston, Manager
Brookline Dining Group, LLC d/b/a Hamilton
1366 Beacon Street
Brookline, MA 02446

John Johnston, Manager
Brookline Dining Group, LLC d/b/a Hamilton
74 Gun Club Drive
Sheldon, SC 29941

Aidan Johnston, Manager/Resident Agent
Brookline Dining Group, LLC d/b/a Hamilton
1366 Beacon Street
Brookline, MA 02446

Aidan Johnston, Manager/Resident Agent
Brookline Dining Group, LLC d/b/a Hamilton
21 Orchard Street
Newton, MA 02458

Thomas Griffin, Manager
Brookline Dining Group, LLC d/b/a Hamilton
1366 Beacon Street
Brookline, MA 02446

Manus Greg Johnston
10 Hermaine Ave.
Dedham, MA 02026

By email to: manusgreg@gmail.com

Re: HEARING NOTICE

Dear Sir or Madam:

Pursuant to General Laws Chapter 138, Section 64, the Select Board of the Town of Brookline, as the local Licensing Authority (hereinafter "Licensing Authority"), hereby gives notice to the Licensee, Brookline Dining Group, LLC, d/b/a Hamilton, 1366 Beacon Street, Brookline 02446, that the Licensing Authority will hold a hearing on Tuesday, February 28, 2023, at approximately 7 P.M., in the Select Board's Hearing Room, Sixth Floor, Town Hall, 333 Washington St., Brookline, Massachusetts, at which time the Licensee will be given a reasonable opportunity to appear and be heard, with or without counsel, on the issue of whether or not the Licensing Authority should modify, suspend, revoke, cancel or not renew for the 2024 annual licensing period its All Alcohol Liquor License, and/or set any conditions precedent to any modification, reinstatement or renewal of any such license, based upon the following charge:

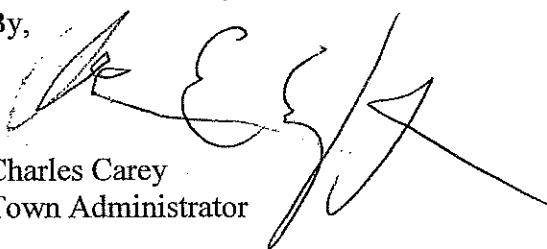
1. Operating without an approved Manager or Alternate Manager in charge (2019 through 2023) in violation of Section A.18. of the Town of Brookline's Sale of Alcoholic Beverages Regulations ("Regulations").
2. Giving false information on multiple renewal applications (2019 through 2023) in violation of Section A.4 of the Regulations by listing a Manager who is no longer employed by the Licensee.
3. Failure to notify the Local Licensing Authority of a change in beneficial interest once the Manager of record who is also an LLC manager holding a 5% interest, has left the company while adding a new LLC manager in violation of M.G.L. Chapter 138 Sec 15A.

I enclose the relevant excerpts from the Regulations, which are incorporated by reference. A full copy of the Regulations can be found on the Town's website, www.brooklinema.gov, at the Select Board's Licensing page.

Please contact Associate Town Counsel John Buchheit at (617) 730-2190 to discuss this matter upon your receipt of this Hearing Notice.

SELECT BOARD,

By,



Charles Carey
Town Administrator

Enclosures

Cc: J. Callanan
J. Buchheit

Tiffany Souza

From: David Ferrando <dferrando11@gmail.com>
Sent: Wednesday, February 8, 2023 5:07 PM
To: Tiffany Souza
Cc: Carlyn Conway
Subject: Re: Hamilton

No I do not.

Sent from my iPhone

On Feb 8, 2023, at 4:29 PM, Tiffany Souza <tsouza@brooklinema.gov> wrote:

Good Afternoon David,

I have an additional question. Do you still hold a 5% beneficial interest in Brookline Dining Group, LLC d/b/a Hamilton?

From: David Ferrando <dferrando11@gmail.com>
Sent: Tuesday, January 17, 2023 4:50 PM
To: Tiffany Souza <tsouza@brooklinema.gov>
Cc: Carlyn Conway <cmc@cmconwaylaw.com>
Subject: Re: Hamilton

Tiffany,

I do not work or have any affiliation at Hamilton any longer. That last I did was August 2018. Thank you for your Help.

Dave Ferrando
(203)214-3154

Sent from my iPhone

On Jan 17, 2023, at 3:34 PM, Tiffany Souza <tsouza@brooklinema.gov> wrote:

Good afternoon David,

It's my understanding that you no longer work for Hamilton 1366 Beacon Street Brookline, MA 02446? Can you tell me when your last day of employment was?

Thank You

9.A.

Tiffany Souza (she/her)

Licensing Specialist

<image001.png>

<image002.jpg>

Town of Brookline | Select Board's Office

333 Washington Street, 6th FL

Brookline, MA 02445-6853

☎: (617) 730-2203 | 📠: (617) 730-2054

[EXTERNAL EMAIL] [CAUTION] This email originated from a sender outside of the Town of Brookline mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

[EXTERNAL EMAIL] [CAUTION] This email originated from a sender outside of the Town of Brookline mail system. Do not click on links or open attachments unless you recognize the sender and know the content is safe.



Jean M. Lorizio, Esq.
Commission Chairman

Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

2023

Retail License Renewal

License Number: 04061-RS-0148

Municipality: BROOKLINE

License Name : Brookline Dining Group, LLC

License Class: Annual

DBA : Hamilton

License Type: Restaurant

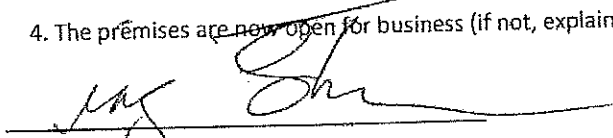
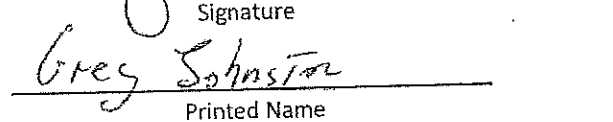
Premise Address: 1366 Beacon Street R-1 Brookline, MA
02446

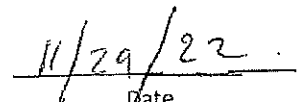
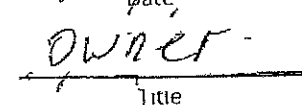
License Category: All Alcoholic Beverages

Manager: David Phillip Ferrando

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

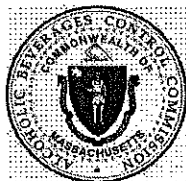

Signature

Printed Name


Date

Title

Additional Information:

Please complete and return this form to the Local Licensing Authority.





Jean M. Lorizio, Esq.
Commission Chairman

Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

2022
Retail License Renewal

License Number: 04061-RS-0148

Municipality: BROOKLINE

License Name : Brookline Dining Group, LLC

License Class: Annual

DBA : Hamilton

License Type: Restaurant

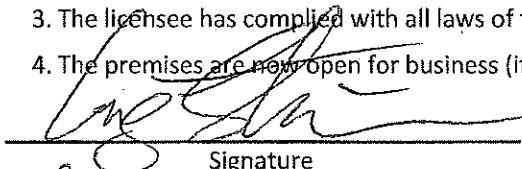
Premise Address: 1366 Beacon Street R-1 Brookline, MA
02446

License Category: All Alcoholic Beverages

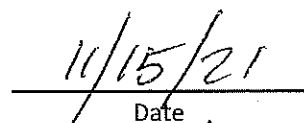
Manager: David Phillip Ferrando

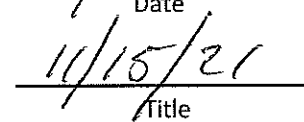
I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).


Signature


Printed Name


Date


Title

Please complete and return this form to the Local Licensing Authority.

Additional Information:



Jean M. Lorizio, Esq.
Commission Chairman

Commonwealth Of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

2021
Retail License Renewal

License Number: 04061-RS-0148

Municipality: BROOKLINE

License Name : Brookline Dining Group, LLC

License Class: Annual

DBA : Hamilton

License Type: Restaurant

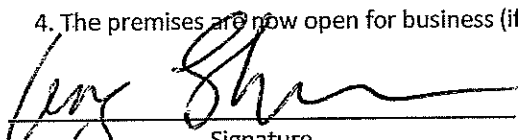
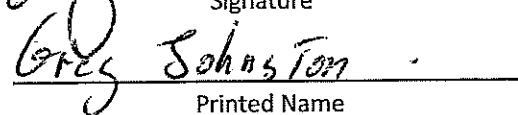
Premise Address: 1366 Beacon Street R-1 Brookline, MA
02446

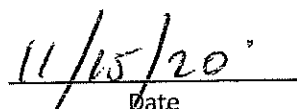
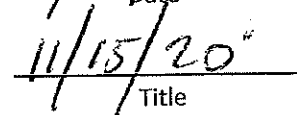
License Category: All Alcoholic Beverages

Manager: David Phillip Ferrando

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).


Signature

Printed Name


Date

Title

Additional Information:



Jean M. Lorizio, Esq.
Commission Chairman

Commonwealth Of Massachusetts
Department Of The State Treasurer
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

2020
Retail License Renewal

License Number: 04061-RS-0148

Municipality: BROOKLINE

License Name : Brookline Dining Group, LLC

License Class: Annual

DBA : Hamilton

License Type: Restaurant

Premise Address: 1366 Beacon Street R-1 Brookline, MA
02446

License Category: All Alcoholic Beverages

Manager: David Phillip Ferrando

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).

Signature

Date

Additional Information:



Jean M. Lortzlo, Esq.
Commission Chairman

**Commonwealth Of Massachusetts
Department Of The State Treasurer
Alcoholic Beverages Control Commission
239 Causeway Street, 1st Floor
Boston, Massachusetts 02114**

**2019
Retail License Renewal**

License Number: 04061-RS-0148

Municipality: BROOKLINE

License Name : Brookline Dining Group, LLC

License Class: Annual

DBA : Hamilton

License Type: Restaurant

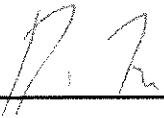
Premises Address: 1366 Beacon Street R-1 Brookline,
MA 02446

License Category: All Alcoholic Beverages


Manager: David Phillip Ferrando

I hereby certify and swear under penalties of perjury that:

1. I am authorized to sign this renewal pursuant to M.G.L. Chapter 138;
2. The renewed license is of the same class, type, category as listed above;
3. The licensee has complied with all laws of the Commonwealth relating to taxes; and
4. The premises are now open for business (if not, explain below).



Signature



Date

Additional Information:



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

Application Summary Review

Municipality: BROOKLINE

ABCC Commission Decision

APPROVED

Date of Commission Decision: 05/02/2018

License Information:

Applicant Name/DBA:	Brookline Dining Group, LLC / Hamilton	Date Filed:	04/30/2018
Premises Address:	1366 Beacon Street R-1 Brookline MA 02446	License Number (if applicable):	04061-RS-0148
Manager Name:	David Phillip Ferrando	Record Number:	2018-000312-RT-APP
Class:	Annual	Granted Under Special Legislation?	Yes <input type="radio"/> No <input checked="" type="radio"/>
Category:	All Alcoholic Beverages	Chapter:	Year:
On / Off Premises:	On-Premises Consumption		
Type:	Restaurant		

Application Contact:

Name: Carolyn M. Conway Title: Attorney Phone: 6177650391 Email: cmc@cmconwaylaw.com

Transaction Type:

New/Transfer License: Transfer

Financial Information:

Total Cost of Transaction:	510000	Seeking a Pledge:	Yes <input checked="" type="radio"/> No <input type="radio"/>
Application Contribution:	110000	Pledging to:	C&W Group Inc.
Lender Contribution:	110000	Amount of Loan:	

Ownership Interests:

Contact Type	Name	Type of Interest	% of int	Email
Beneficial Interest - Individual	Aidan Johnston	LLC Member	15	aidanjohnston@outlook.com
Beneficial Interest - Individual	John Johnston	LLC Member	32.5	sean@cleaboy.com
Beneficial Interest - Individual	Timothy McCasland	LLC Manager, LLC Member	15	timccasland@yahoo.com
Beneficial Interest - Individual	David Ferrando	LLC Manager, LLC Member	5	dpf21@aim.com
Beneficial Interest - Individual	Manus Johnston	LLC Manager, LLC Member	32.5	manusgreg@gmail.com
Manager	David Ferrando	LLC Manager, LLC Member	5	dpf21@aim.com



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Annual Report

(General Laws, Chapter)

Identification Number: 001296074

Annual Report Filing Year: 2021

1.a. Exact name of the limited liability company: BROOKLINE DINING GROUP, LLC

1.b. The exact name of the limited liability company *as amended*, is: BROOKLINE DINING GROUP, LLC

2a. Location of its principal office:

No. and Street: 1366 BEACON ST
 City or Town: BROOKLINE State: MA Zip: 02446 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 1366 BEACON STREET
 City or Town: BROOKLINE State: MA Zip: 02446 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

PROVIDING HOSPITALITY SERVICES THROUGH OPERATIONS OF A RESTAURANT/ BAR, SERVING FOOD, BEER, WINE ,LIQUOR AND ENTERTAINMENT TO CUSTOMERS.

4. The latest date of dissolution, if specified: 12/31/2044

5. Name and address of the Resident Agent:

Name: AIDAN JOHNSTON
 No. and Street: 1366 BEACON ST
 City or Town: BROOKLINE State: MA Zip: 02446 Country: USA

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	MANUS G JOHNSTON	1366 BEACON STREET BROOKLINE, MA 02446 USA
MANAGER	JOHN JOHNSTON	1366 BEACON STREET BROOKLINE, MA 02446 USA
MANAGER	AIDAN JOHNSTON	1366 BEACON ST BROOKLINE, MA 02446 USA
MANAGER	THOMAS GRIFFIN	1366 BEACON ST BROOKLINE, MA 02446 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MANUS G JOHNSTON	1366 BEACON STREET BROOKLINE, MA 02446 USA
REAL PROPERTY	AIDAN JOHNSTON	1366 BEACON ST BROOKLINE, MA 02446 USA
REAL PROPERTY	THOMAS GRIFFIN	1366 BEACON ST BROOKLINE, MA 02446 USA
REAL PROPERTY	JOHN JOHNSTON	1366 BEACON STREET BROOKLINE, MA 02446 USA

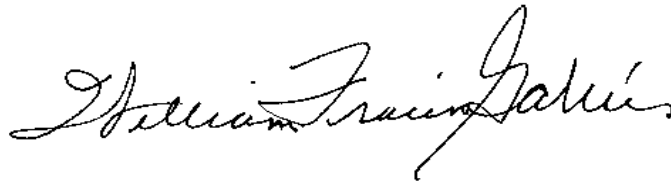
9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 24 Day of January, 2023,
MANUS JOHNSTON , Signature of Authorized Signatory.

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

January 24, 2023 09:56 PM

A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



OFFICE OF THE SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

APPLICATION FOR RENEWAL
COMMON VICTUALLER LICENSE

DATE: October 11, 2022

Location: 1366 Beacon Street R-1

APPLICANT: Brookline Dining Group, LLC

INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: Hamilton

License #: LIC-18-0566

BUSINESS OWNERSHIP- INDIVIDUAL/PARTNERS/CORPORATE OFFICERS:

<u>Greg Johnston</u>	<u>owner</u>	<u>Manusbreg@gmail.com</u>
NAME	TITLE	EMAIL ADDRESS

TELEPHONE #

ADDRESS

<u>Aidan Johnston</u>	<u>owner</u>	<u>AJohnston@HamiltonBrookline.com</u>
NAME	TITLE	EMAIL ADDRESS

TELEPHONE #

ADDRESS

<u>John Johnston</u>	<u>owner</u>	<u>Sean@Lausewagroup.ie</u>
NAME	TITLE	EMAIL ADDRESS

TELEPHONE #

ADDRESS

**TOWN OF BROOKLINE
MASSACHUSETTS**

IN RE: BROOKLINE DINING GROUP, LLC,
D/B/A HAMILTON'S,

License: 04061-RS-0148

**RESPONSE OF BROOKLINE DINING GROUP, LLC
TO FEBRUARY 10, 2023 VIOLATION NOTICE**

The Respondent, Brookline Dining Group, LLC, hereby submits this
Response to the Violation Notice issued by the Town of Brookline dated
February 10, 2023.

1. Hamilton's opened in 2018 by Manus, John (Greg's brother) and Aiden Johnston (Greg's nephew), together with David Ferrando who was the original manager of record and the Manager of the LLC, and Tim McCasland, who was also a manager of the LLC.
2. Before opening, none of the Manus had experience in the restaurant industry or with liquor licenses at all, and they relied heavily on Dave and Tim's experience to help them with the process.
3. Covid began a year and a half after opening, and the Licensee fought hard to keep the restaurant afloat, quickly transitioning to take out and outdoor dining, and provided a much needed respite for many in the town over the duration of Covid.

Operating without a Manager of Record

4. The first violation cited relates to the Licensee's operations without an approved Manager of Record.
5. The issue the Licensee had with managers was staffing. Unfortunately, the Licensee had a trouble security an employee who would agree, or who could not, act as licensed manager for one reason or another.

9.A.

6. In contrast, Greg Manus has been on premise approx. 90+ hours a week himself, every week since opening, keeping close watch over the sale of alcohol and the restaurant operations as a whole.
7. As of today, an application has been filed for approval for Chris Steele to serve as manager of record for the licensee.
8. Notably, the Licensee has not received a single citation for operational violations since it opened.

Renewals

9. The second item in the Town's notice relates to Mr. Manus's signing of the annual renewals which listed Dave Ferrando as manager of record.
10. While it is true that Mr. Manus – an authorized signatory--signed the renewal each year, he submits that he simply didn't notice that Dave Ferrando was listed as the manager.
11. In contrast, when Mr. Manus filed the CV renewal in 2022, he updated the current owners of interest, highlighting that there was no intent to deceive. This CV renewal application is attached to Mr. Manus affidavit.
12. To meet the requirements of M.G.L. c. 138 Section 16A for license renewals, a license will be automatically renewed provided the license is the same type and covers the same premises as the existing license. Administratively, the renewal must be signed by someone with a direct or indirect beneficial interest in the license.
13. Here all three of the Section 16A requirements were met. Mr. Manus was authorized to sign, and both the license type and premises were the same.

Beneficial Interest

14. The third and final item on the hearing notice relates to the Licensee's failure to notify the Town and the ABCC of changes in the beneficial interest of the LLC.

9.A.

15. Between 2019 and 2020, there were exactly three changes of beneficial interest of the LLC.
16. Inexperienced in the licensing process as he was, the Licensee was not aware that these changes were to be approved by the town and the ABCC.
17. Even still, each time a corporate interest change was made, a Certificate of Amendment was filed with the Secretary of State's office in order to document those changes. These Amendments are attached to Mr. Manus Affidavit and again reflect that Licensee did not intend to hide or deceive the Town, but that the non-filing was purely the result of a lack of understanding of the Rules and Regulations of the town and the ABCC.
18. As of today, an application has been filed for approval of the changes to the beneficial interests in the license.
19. The factors the Board is to consider when fashioning sanctions include: (i) the past history of findings of violation(s); (ii) the severity of the offense and egregiousness of the facts alleged; (iii) the culpability of the licensee; (iv) the extent of any threat to public safety and to the public good; and (v) any steps by the licensee to remedy the violation and to prevent any reoccurrence.
20. Moreover, by using the term "may" rather than "shall", M.G.L. c. 138, Section 64 gives the Board broad discretion in determining whether to impose sanctions at all.
21. Accordingly, the Respondent submits that the purely technical nature of the sanctions, the fact that there were no prior violations, and the lack of threat to the public's safety, *coupled* with the steps the Licensee has since taken to remedy the violations, are all mitigating factors and should lead the Board to find that either no, or at best very minimal sanctions, are here appropriate.

Wherefore, the Respondent requests that no sanctions be issued by the Town of Brookline, or that any sanctions be held in abeyance subject to future violations.

Respectfully submitted,

9.A.

RLAW, P.C.

/s/ Steffani Boudreau

Steffani Boudreau

BBO No. 564967

RLAW, P.C.

300 Washington Street

Brookline, MA 02445

(617) 383-6000

sboudreau@boballenlaw.com

Steffani Boudreau

From: Steffani Boudreau
Sent: Thursday, February 23, 2023 7:16 PM
To: Steffani Boudreau
Subject: Hamilton's Recommendation

----- Forwarded message -----

From: Paul Epstein <pepstein@brooklineteencenter.org>
 Date: Thu, Feb 23, 2023 at 6:53 AM
 Subject: edited version
 To: <manusgreg@gmail.com>

What a pleasure it is to write this letter on behalf of owner Manus Johnston of Hamilton restaurant as he seeks to renew a liquor license.

In fact, it's a pleasure and a relief to be able to do one small thing for him and the restaurant, after they have done SO much for The Brookline Teen Center and so many other worthy organizations and causes in town. Recently, it got to the point where I was almost embarrassed to ask him for food donations for our fundraiser Poker tournament because they had been supplying so much free grub for our regular "Supper Club" dinners for hungry teen members. Well, not only did they insist that they be the supplier of chicken tenders for our card playing supporters, they refused to take a dime and even brought a second wave of food after the tournament dragged on towards midnight.

I honestly wonder sometimes how Hamilton turns a profit - that's how incredibly generous they are whenever a non-profit group approaches them asking for a donation. And it goes beyond free food. Several of my students at BHS have worked in both the front and back of the house at Hamilton. One particularly precocious teen chef ended up as one of the principal cooks on the line, churning out delicious elevated bar food and more. The welcoming atmosphere and supportive management at Hamilton made his work experience a huge positive in his life. I think he learned more in the Hamilton kitchen and took away more life lessons than he did from four years of high school classes.

As chains like Taco Bell move into Coolidge Corner, it becomes even more important that places like Hamilton are supported and patronized.

Manus just get it. He understands that communities are made more whole when businesses care about residents and their causes. He cares about young people. He cares about educators and civil servants. Hamilton has become the go-to spot for town employees to gather in search of bonding, good times, and great eats. I sincerely hope that the Town of Brookline looks kindly on their application for this permit and finds every way possible to support Manus and this establishment and ensure that it is anchoring that corner of Brookline for many years to come.

Sincerely,

Paul Epstein
 Social Worker, BHS
 Interim Director, Brookline Teen Center



TOMMY VITOLO
STATE REPRESENTATIVE
15TH NORFOLK DISTRICT
BROOKLINE

Commonwealth of Massachusetts

HOUSE OF REPRESENTATIVES
STATE HOUSE, BOSTON, MA 02133-1054

VICE CHAIR
Election Laws

COMMITTEE MEMBER
Elder Affairs
Tourism, Arts and Cultural Development
Steering, Policy and Scheduling

STATE HOUSE, ROOM 254
TEL: (617) 722-2220
tommy.vitolo@mahouse.gov

February 23, 2023

Town Administrator Charles Carey
33 Washington St
Brookline MA 02445

Mr. Carey:

I write regarding the liquor license held by Manus Johnston, the owner of Hamilton's.

I first met Mr. Johnston when he opened Hamilton's in 2018. Upon opening his business, Mr. Johnston quickly became involved with sponsoring sports teams and hosting local events and fundraisers. Despite COVID, Mr. Johnston dedicated himself to making his restaurant a success while also giving back to the community.

Mr. Johnston is hardworking and strives to do the right thing. I know that Mr. Johnston would never intentionally flout Town regulations and I am confident that recent missteps with his liquor license will be a learning experience for him.

We in government must make sure that individuals are held accountable to our laws and regulations while also working with those who want to be able to succeed.

Best,

A handwritten signature in black ink that reads "Tommy Vitolo".

Tommy Vitolo
State Representative
15th Norfolk District - Brookline



Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services
Office of the State Fire Marshal

Certificate of Completion

This certifies that

Manus Johnston

Successfully completed the Crowd Manager Training Program

In accordance with 527 CMR 1.00:20.1.5.6 - Designation of a Crowd Manager

Date issued: February 24, 2023

Expires: February 24, 2026

Certificate #: 4848387288MJ

Peter Ostroskey

State Fire Marshal

**TOWN OF BROOKLINE
MASSACHUSETTS**

IN RE: BROOKLINE DINING GROUP, LLC,
D/B/A HAMILTON'S,

License: 04061-RS-0148

**AFFIDAVIT OF MANUS JOHNSTON IN RESPONSE TO LOCAL LICENSING
AUTHORITY'S FEBRUARY 10, 2023 VIOLATION NOTICE TO
BROOKLINE DINING GROUP, LLC**

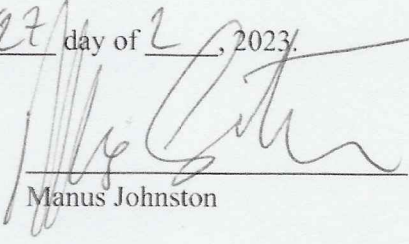
I, Manus ("Greg") Johnston, hereby submit under oath as follows:

1. I am a part owner of the Brookline Dining Group, LLC (the "Respondent") having opened the restaurant with my partners in 2018. This was my first venture into the restaurant business.
2. Attached as Exhibit 1 hereto are copies of the Certificates of Amendment filed on the Respondent's behalf with the Secretary of State's Office to document the changes in ownership over the period from 2018 through 2022.
3. The majority members of the Respondent, myself, John Johnson and Aiden Johnson, have remained the same since the restaurant's inception. Any changes of ownership related only to minority members with membership interests at all times equal to less than twenty (20%) percent.
4. It was never my intent to violate any law or regulation. Rather, I believed in good faith that by updating the records at the Secretary of State's office, which I did with each change, the requirements of both the Town and the ABCC with respect to the License had been satisfied.
5. Indeed, when I filed the Common Victualler application renewal in 2022, I disclosed the changes to management/ownership, demonstrating my lack of intent to deceive or violate the relevant statutes or regulations. See Exhibit 2 attached.
6. For the past years, I have worked at the restaurant and have been present on-site on average approximately 90 hours/week.
7. During Covid I did everything I could to keep the restaurant afloat and in doing so I inadvertently overlooked the town and state regulations concerning operation of the License.
8. I was unaware that we needed to update the records with the ABCC to reflect the changes in ownership and changes in the manager of record.
9. I have filed a Multiple Amendment Application with the Town seeking approval of a Change of Manager and Change of Ownership, and have also filed an Application for Approval of Alternate Manager, whereby I seek to be named personally by the Town.
10. The Respondent has never received an operational violation notice from the ABCC or the Town with regard to the License.

9.A.

10. The Respondent has never received an operational violation notice from the ABCC or the Town with regard to the License.
11. The employee turnover rate at the Respondent has since Covid been quite high making the retention of individuals to serve as Managers and Alternate Managers difficult. Indeed, I had recently submitted an Alternate Manager Application to the Town for an employee who left his employment before the matter could be heard.
12. Contrary to the case of Pleasant View Citizens Club, each annual renewal was made "upon application by the holder thereof," as I at all relevant times had authority to sign the Annual Renewals. I therefore do not believe there was a violation of M.G.L. c. 138, § 16A.
13. I have now retained counsel whom I will continue to use any time any change to the License is made.
14. Attached to this Affidavit are a number of letters of support I have received from various community members. I hope the Board will consider these when considering my role in the community.
15. I respectfully request the Town consider these mitigating circumstances in formulating any sanctions it may deem fit to impose.

Signed under the penalties of perjury, this 27 day of 2, 2023.


Manus Johnston

9.A.

EXHIBIT 1



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001296074

The date of filing of the original certificate of organization: 10/23/2017

1.a. Exact name of the limited liability company: BROOKLINE DINING GROUP, LLC

1.b. The exact name of the limited liability company as amended, is: BROOKLINE DINING GROUP, LLC

2a. Location of its principal office:

No. and Street: 1366 BEACON STREET

City or Town: BROOKLINE

State: MA

Zip: 02446

Country: USA

3. As amended, the general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

4. The latest date of dissolution, if specified: 12/31/2044

5. Name and address of the Resident Agent:

Name: TIMOTHY MCCASLAND

No. and Street: 16 SNOW STREET

City or Town: BRIGHTON

State: MA

Zip: 02135

Country: USA

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	MANUS G JOHNSTON	1366 BEACON STREET BROOKLINE, MA 02446 USA
MANAGER	TIMOTHY MCCASLAND	1366 BEACON STREET BROOKLINE, MA 02446 USA
MANAGER	DAVID FERRANDO	1366 BEACON STREET BROOKLINE, MA 02446 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	TIMOTHY MCCASLAND	1366 BEACON STREET BROOKLINE, MA 02446 USA
REAL PROPERTY	MANUS G JOHNSTON	1366 BEACON STREET BROOKLINE, MA 02446 USA
REAL PROPERTY	DAVID FERRANDO	1366 BEACON STREET BROOKLINE, MA 02446 USA

9. Additional matters:

10. State the amendments to the certificate:

ADD MANAGER

11. The amendment certificate shall be effective when filed unless a later effective date is specified:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 8 Day of February, 2018,
MANUS G JOHNSTON , Signature of Authorized Signatory.**



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Special Filing Instructions

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001296074

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No. and Street: 1366 BEACON ST

City or Town: BROOKLINE

State: MA

Zip: 02446

Country: USA

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Name: TIMOTHY MCCASLAND

No. and Street: 16 SNOW STREET

City or Town: BRIGHTON

State: MA

Zip: 02135

Country: USA

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MANAGER	MANUS G JOHNSTON	1366 BEACON STREET BROOKLINE, MA 02446 USA
MANAGER	AIDAN JOHNSTON	1366 BEACON ST BROOKLINE, MA 02446 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record

any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MANUS G JOHNSTON	1366 BEACON STREET BROOKLINE, MA 02446 USA
REAL PROPERTY	AIDAN JOHNSTON	1366 BEACON ST BROOKLINE, MA 02446 USA

9. Additional matters:

10. State the amendments to the certificate:

REMOVE TIMOTHY MCCASLAND AS MANAGER REMOVE DAVID FERRANDO AS MANAGER
ADD AIDAN JOHNSTON AS MANAGER REMOVE TIMOTHY MCCASLAND AS REAL PROPERT
Y REMOVE DAVID FERRANDO AS REAL PROPERTY ADD AIDAN JOHNSTON AS REAL PROPE
RTY NO CHANGE IN ADDRESS, RECORDS WILL BE MAINTAINED AT CURRENT ADDRESS 136
6 BEACON STREET, BROOKLINE MA 02446 ADD FILERS CONTACT INFORMATION, BUSINES
S PHONE AND EMAIL ADDRESS

11. The amendment certificate shall be effective when filed unless a later effective date is specified:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 19 Day of July, 2018,
MANUS JOHNSTON , Signature of Authorized Signatory.**



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Certificate of Amendment

(General Laws, Chapter)

Identification Number: 001296074

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No. and Street: 1366 BEACON ST

City or Town: BROOKLINE

State: MA

Zip: 02446

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Name: TIMOTHY MCCASLAND

No. and Street: 16 SNOW STREET

City or Town: BRIGHTON

State: MA

Zip: 02135

Country: USA

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	AIDAN JOHNSTON	1366 BEACON ST BROOKLINE, MA 02446 USA
MANAGER	MANUS G JOHNSTON	1366 BEACON STREET BROOKLINE, MA 02446 USA
MANAGER	THOMAS GRIFFIN	1366 BEACON ST BROOKLINE, MA 02446 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

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REAL PROPERTY	AIDAN JOHNSTON	1366 BEACON ST BROOKLINE, MA 02446 USA
REAL PROPERTY	THOMAS GRIFFIN	1366 BEACON ST BROOKLINE, MA 02446 USA
REAL PROPERTY	MANUS G JOHNSTON	1366 BEACON STREET BROOKLINE, MA 02446 USA

9. Additional matters:

10. State the amendments to the certificate:

ADD MANAGER

11. The amendment certificate shall be effective when filed unless a later effective date is specified:

SIGNED UNDER THE PENALTIES OF PERJURY, this 20 Day of March, 2019,
AIDAN JOHNSTON , Signature of Authorized Signatory.

9.A.

EXHIBIT 2



TOMMY VITOLO
STATE REPRESENTATIVE
15TH NORFOLK DISTRICT
BROOKLINE

Commonwealth of Massachusetts

HOUSE OF REPRESENTATIVES
STATE HOUSE, BOSTON, MA 02133-1054

VICE CHAIR
Election Laws

COMMITTEE MEMBER
Elder Affairs
Tourism, Arts and Cultural Development
Steering, Policy and Scheduling

STATE HOUSE, ROOM 254
TEL: (617) 722-2220
tommy.vitolo@mahouse.gov

February 23, 2023

Town Administrator Charles Carey
33 Washington St
Brookline MA 02445

Mr. Carey:

I write regarding the liquor license held by Manus Johnston, the owner of Hamilton's.

I first met Mr. Johnston when he opened Hamilton's in 2018. Upon opening his business, Mr. Johnston quickly became involved with sponsoring sports teams and hosting local events and fundraisers. Despite COVID, Mr. Johnston dedicated himself to making his restaurant a success while also giving back to the community.

Mr. Johnston is hardworking and strives to do the right thing. I know that Mr. Johnston would never intentionally flout Town regulations and I am confident that recent missteps with his liquor license will be a learning experience for him.

We in government must make sure that individuals are held accountable to our laws and regulations while also working with those who want to be able to succeed.

Best,

A handwritten signature in black ink that reads "Tommy Vitolo".

Tommy Vitolo
State Representative
15th Norfolk District - Brookline

Town of Brookline Select Board
333 Washington St.
Brookline, Ma. 02446

February 24, 2023

Dear Select Board Members,

Earlier this week I had a conversation with Mr. Greg Manus, owner of Hamilton's Restaurant and Bar located at 1366 Beacon St. During our discussion Greg let me know about the problems he is currently having concerning his liquor license. I was very surprised at what Greg told me because I have always felt that Greg was a hard-working person who put a 100% effort to ensure that Hamilton's is a successful, well thought of establishment in Brookline. I have felt this way about him since I first met him in mid 2017 and continue to think the same of him today.

During my years serving as Brookline's Police Chief, Greg met with me in my office to go over his plans for his restaurant. During our initial meeting in 2017, Greg outlined for me his vision for his restaurant and how it was his goal to make Hamilton's a first-rate establishment while serving the Brookline community. Part of his vision was to become a major contributor to the community by sponsoring events that would enable him to provide for the needs of multiple residents and Town agencies. When one takes a look at what Hamilton's has provided to the Brookline Veterans, The Teen Center, individual Town residents and workers since it opened in 2018, I think it's clear that Greg has done a lot for the Brookline Community and hopes to continue to do so.

Greg has put a major individual effort into making Hamilton's a successful business. He did a lot of the initial construction work on the building himself. He was on-site almost everyday ensuring things were done in the proper manner. To this day he still puts in the majority of his time overseeing the business. I hope that he is given the opportunity to continue to do so.

Thank you for taking the time to read this letter

Daniel C. O'Leary

Steffani Boudreau

From: Steffani Boudreau
Sent: Thursday, February 23, 2023 7:16 PM
To: Steffani Boudreau
Subject: Hamilton's Recommendation

----- Forwarded message -----

From: Paul Epstein <pepstein@brooklinecenter.org>
 Date: Thu, Feb 23, 2023 at 6:53 AM
 Subject: edited version
 To: <manusgreg@gmail.com>

What a pleasure it is to write this letter on behalf of owner Manus Johnston of Hamilton restaurant as he seeks to renew a liquor license.

In fact, it's a pleasure and a relief to be able to do one small thing for him and the restaurant, after they have done SO much for The Brookline Teen Center and so many other worthy organizations and causes in town. Recently, it got to the point where I was almost embarrassed to ask him for food donations for our fundraiser Poker tournament because they had been supplying so much free grub for our regular "Supper Club" dinners for hungry teen members. Well, not only did they insist that they be the supplier of chicken tenders for our card playing supporters, they refused to take a dime and even brought a second wave of food after the tournament dragged on towards midnight.

I honestly wonder sometimes how Hamilton turns a profit - that's how incredibly generous they are whenever a non-profit group approaches them asking for a donation. And it goes beyond free food. Several of my students at BHS have worked in both the front and back of the house at Hamilton. One particularly precocious teen chef ended up as one of the principal cooks on the line, churning out delicious elevated bar food and more. The welcoming atmosphere and supportive management at Hamilton made his work experience a huge positive in his life. I think he learned more in the Hamilton kitchen and took away more life lessons than he did from four years of high school classes.

As chains like Taco Bell move into Coolidge Corner, it becomes even more important that places like Hamilton are supported and patronized.

Manus just get it. He understands that communities are made more whole when businesses care about residents and their causes. He cares about young people. He cares about educators and civil servants. Hamilton has become the go-to spot for town employees to gather in search of bonding, good times, and great eats. I sincerely hope that the Town of Brookline looks kindly on their application for this permit and finds every way possible to support Manus and this establishment and ensure that it is anchoring that corner of Brookline for many years to come.

Sincerely,

Paul Epstein
 Social Worker, BHS
 Interim Director, Brookline Teen Center

Steffani Boudreau

From: Greg Johnston <manusgreg@gmail.com>
Sent: Thursday, February 23, 2023 5:43 PM
To: Steffani Boudreau; Louis Cassis; Tony Blaize; Aidan Johnston; Bob Allen; Tommy Vitolo
Subject: Fwd: Letter of recommendation

----- Forwarded message -----

From: Mike Flynn <flynnmike9@gmail.com>
Date: Thu, Feb 23, 2023 at 1:44 AM
Subject: Letter of recommendation
To: <Manusgreg@gmail.com>

To Whom it May concern

I have known Manus Johnston personally and professionally since 2012. Manus is an extremely dedicated, hardworking, and honest professional. He maintains the highest standards at the Hamilton restaurant. This was exemplified during his tireless efforts throughout the COVID-19 pandemic to implement the most innovative safety guidelines and protocols while preserving an excellent customer experience.

Manus also has an acute sense of community spirit, spearheading a number of charitable initiatives for local veterans and first responders and organizing multiple fundraisers to give back to the local area.

Please feel free to contact me if you need any more information.

Sincerely
Mike Flynn

Steffani Boudreau

From: Greg Johnston <manusgreg@gmail.com>
Sent: Monday, February 27, 2023 12:12 PM
To: Steffani Boudreau; Louis Cassis
Subject: Fwd: Draft of letter.

----- Forwarded message -----

From: Peter Moyer <peterzmoyer@gmail.com>
Date: Mon, Feb 27, 2023 at 11:53 AM
Subject: Draft of letter.
To: <Manusgreg@gmail.com>

I write this letter in support of Greg Johnson.

My name is Peter Z. Moyer and I have been a member of the Brookline community since the mid 1980s. I am a Fire Fighter EMT Brookline currently. My charitable work includes, being the Muscular Dystrophy representative for the Fire department. I currently also work in some capacity through the Brookline Fire Department with Children's Hospital, the Challenger League and the Special Olympics.

I have known Greg since 2014 and started doing charitable work with him in 2018. Greg has done more charitable work with the fire department than any other restaurant in town.

A prime example of his charitable work is that he cooked food for the all working Fire and Police members on Thanksgiving of 2022.

Greg Johnson has also hosted events that focus on Military members getting jobs in tactical fields.

Contact me with any questions.

Peter Z. Moyer
617 256-5990

Steffani Boudreau

From: Greg Johnston <manusgreg@gmail.com>
Sent: Monday, February 27, 2023 12:05 PM
To: Louis Cassis; Steffani Boudreau
Subject: Fwd: Hamilton Restaruant

----- Forwarded message -----

From: Susan Leipman <susan_leipman@psbma.org>
Date: Sat, Feb 25, 2023 at 10:24 AM
Subject: Hamilton Restaruant
To: <manusgreg@gmail.com>

To Whom It May Concern,

I am writing to express my support and gratitude for Hamilton Restaurant, Beacon Street, Brookline. I am a teacher from Pierce School and we as a staff are welcomed by Hamilton Restaurant on the first Friday of each month. We get together to enhance our sense of community and Hamilton hosts us with a buffet, free of charge, filled with delicious food. The staff and owners are gracious and happy to accommodate us whenever we ask. Thank you for taking the time to read this email and I hope that I conveyed how Hamilton restaurant is an important part of our community.

Sincerely,
Susan Leipman
Pierce School teacher and Brookline resident

9.A.

EXHIBIT 3



OFFICE OF THE SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

APPLICATION FOR RENEWAL
COMMON VICTUALLER LICENSE

DATE: October 11, 2022

Location: 1366 Beacon Street R-1

APPLICANT: Brookline Dining Group, LLC
INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: Hamilton

License #: LIC-18-0566

BUSINESS OWNERSHIP- INDIVIDUAL/PARTNERS/CORPORATE OFFICERS:

<u>Greg Johnston</u>	<u>owner</u>	<u>Manusgreg@gmail.com</u>
NAME	TITLE	EMAIL ADDRESS
<u>(857) 417 4208</u>	<u>1366 Beacon St, Brookline MA 02446</u>	
TELEPHONE #	ADDRESS	
<u>Aidan Johnston</u>	<u>owner</u>	<u>AJohnston@HamiltonBrookline.com</u>
NAME	TITLE	EMAIL ADDRESS
<u>(617) 401 6029</u>	<u>389 Newtonville Ave, Newton MA 02460</u>	
TELEPHONE #	ADDRESS	
<u>John Johnston</u>	<u>owner</u>	<u>Sean@Lausewaggroup.ie</u>
NAME	TITLE	EMAIL ADDRESS
<u>(843) 466 9641</u>	<u>74 Gun Club Drive, Sheldon SC 29941</u>	
TELEPHONE #	ADDRESS	

Alternate Manager

Applicant: Brookline Dining Group LLC
d/b/a: Hamilton
License Type: All Kinds Common Victualler
Location: 1366 Beacon Street, Brookline, MA 02446

Application Details:

Question of approving the application of Alternate Manager Manus G. Johnston for Brookline Dining Group LLC d/b/a Hamilton at 1366 Beacon Street.

Report (Attached):

Police Department (Approved)

MEMORANDUM

TO: Jennifer Pastor, Acting Chief of Police

FROM: Charles Carey, Town Administrator

RE: **Alternate Manager**

DATE: February 24, 2023

May we please have a report on the attached application (s):

Applicant:	Brookline Dining Group LLC
DBA:	Hamilton
License Type:	All Alcohol License
Location:	1366 Beacon Street, Brookline, MA 02446

Request of approving the application of Alternate Manager Manus G. Johnston for Brookline Dining Group LLC d/b/a Hamilton at 1366 Beacon Street.

This is scheduled to go before the Board on **March 21, 2023**. May I please have the report no later than **March 14, 2023**.

Thank you.



BROOKLINE POLICE DEPARTMENT
Brookline, Massachusetts

JENNIFER PASTER
ACTING CHIEF OF POLICE

TO: Chief Jennifer Paster
FROM: Lt. John J. Canney
DATE: 2/24/2023
RE: Change of Alternate Manager- Hamilton Restaurant

Chief,

On behalf of Brookline Dining Group, d/b/a Hamilton who possess an All Alcohol License, an application was filed to name Manus Johnston as an alternate manager of record. Mr. Johnston is a US citizen over 21 years of age residing in MA. Mr. Johnston has been an owner/operator at Hamilton since inception in 2018.

Manus Johnston
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Mr. Johnston has submitted 3 letters of recommendation with his application. Mentioned in the letters are some of the community involvements of Hamilton in the Town of Brookline. Since the opening, Hamilton has given substantial charity towards various Brookline social causes.

Currently, I see no reason to oppose this application.

Respectfully submitted,
Lt. John J. Canney



Checklist for Alternate Manager



☒ **Alternate Manager Application**

- ☐ Vote of Corporation
- ☐ License Interview Form

☒ **CORI release form**

☒ **Three letters of reference** (*signed*)

Pending ☐ **IN-PERSON class for the safe service of alcohol certification** (*Manager of Record*)

- ☐ Online class accepted until further notice

Pending ☐ **Crowd Manager Certification** from the Massachusetts Department of Fire Services (*Manager of Record – If there is a bar*)

☒ **Valid Identification** (*State issued License, Passport, etc.*)

☐ **Report from Brookline Police**

10.A.

ALTERNATE MANAGER RECOMMENDED IN TOWN LIQUOR LICENSE POLICIES

(1) APPLICATION DOES NOT NEED TO BE FILLED OUT ON LINE WITH ABCC

(2) APPLICATIONS AVAILABLE IN THIS OFFICE (SEE ATTACHED)

a. Alternate Manager's Form with attachments

- i. Cori Release Form (see attached policies)
- ii. Fingerprinting (see attached information)
- iii. Three (3) signed letters of reference (Board of Directors)
- iv. Vote of Corporation
- v. Valid Identification (State driver's license, passport, etc)
- vi. IN-PERSON class for the safe service of alcohol certification
- vii. Proof of Citizenship (birth certificate/passport/naturalization papers/
voter registration).
- viii. Crowd Manager Certification from the Massachusetts Department of
Fire Services (Manager of Record – If there is a bar regardless of
number)

ALL PROPOSED MANAGERS ARE REQUIRES TO COMPLETE A PERSONAL INFORMATION FORM (ATTACHED) AND SUBMIT A COPY PF THE CORPORATION VOTE AUTHORIZING THIS ACTION AND ALTERNATE MAANGER.

Legal Name of Licensee: Brookline Dining Group LLC Business Name (dba): Hamilton's

Address: 1366 Beacon Street

City/Town: Brookline State: MA Zip: 02446

ABCC License Number: LICA 180565 Phone Number of Premises: 617 232 0033
(if existing licensee)

A. Name: Manus Johnston B. Cell Phone Number: [REDACTED]

C. List the number of hours per week you will spend on the licensed premises: 50

A. Are you a U.S. Citizen: Yes ☐ No ☒ B. Date of Naturalization: _____

C. Court of Naturalization: _____

(Submit proof of citizenship and/or Naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes ☒ No ☐

If yes, please describe: Member of Brookline Dining Group, LLC

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that Have been suspended, revoked or cancelled? Yes ☐ No ☒

If yes, please describe:

C. have you ever been the Manager of record of a license that was issued by this Commission? Yes ☐ No ☒

If yes, please describe:

D. Please list your employment for the past ten years (Date, Position, Employer, Address, and Telephone:

Construction, self employed 2008-2018; restaurant owner 2018-present

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Signature

Date _____

~~2/23/2023~~

LICENSE INTERVIEW FORMTYPE OF LICENSE APPLYING FOR: Alternate ManagerNAME: Manus JohnstonADDRESS: [REDACTED]EMAIL ADDRESS: [REDACTED]PHONE #: Brookline Dining Group, LLCPLACE OF BIRTH: [REDACTED]FATHER'S NAME: Michael JohnstonMOTHER'S MAIDEN NAME: Sullivan

ARE YOU A CITIZEN?

YES

☐

NO

☒

ALIEN CARD #

ARE YOU A VETERAN:

YES

☐

NO

☒

RESIDENCES FOR LAST FIVE YEARS

DATE: 2011-2018LOCATION: [REDACTED]DATE: 2008-CurrentLOCATION: [REDACTED]

DATE: _____

LOCATION: _____

DATE: _____

LOCATION: _____

DATE: _____

LOCATION: _____

EDUCATION

DATE: 1996-1997 **LOCATION:** St. Paul's College, Waterford, Ireland

DATE: 1999-2000 **LOCATION:** Bunker Hill Community College

DATE: _____ **LOCATION:** _____

DATE: _____ **LOCATION:** _____

EMPLOYMENT HISTORY

DATE: 2018-present **LOCATION:** Hamilton's **POSITION:** Owner/Operator

DATE: Construction **LOCATION:** Misc. **POSITION:** Owner

DATE: _____ **LOCATION:** _____ **POSITION:** _____

DATE: _____ **LOCATION:** _____ **POSITION:** _____

DATE: _____ **LOCATION:** _____ **POSITION:** _____

SIGNATURE:  **DATE:** 2/23/2023

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

VOTE OF CORPORATIONDATE: February 22, 2023AT A MEETING OF THE BOARD OF DIRECTORS OF Brookline Dining Group, LLCHELD AT: 1366 Beacon Street Brookline, MA ON: manusgreg@gmail.com

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A

Alternate Manager Application

(TYPE OF LICENSE)

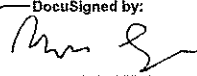
FOR THE YEAR 2023 TO BE EXERCISED ON THE PREMISES LOCATED AT 1366 Beacon Street, BrooklineVOTED: TO AUTHORIZE Manus Johnston TO SIGNTHE APPLICATION FOR THE LICENSES IN THE NAME OF Brookline Dining Group, LLC

AND TO EXECUTE ON ITS BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE GRANTING OF THE LICENSE.

THIS CORPORATION HAS NOT BEEN RESOLVED.

A TRUE COPY

ATTEST:

DocuSigned by:

 C1258EB02B55423

CLERK

APPENDIX A - CORI Acknowledgment Form

I am an: (please check one)

☐
☐
☒
☐

Applicant - Position: _____ Department/License: _____
 Volunteer - Position: _____ Department: _____
 Employee - Position: Alternate Manager Department: _____
 Contractor - Company Name: _____

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

[Signature]
 C1256EB02B55423...

2/23/2023

Applicant/Employee/Volunteer/Contractor Signature

Today's Date

Applicant/Volunteer/Employee/Contractor Information (Please Print)

Last Name: Johnston First Name: Manus MI: _____
 Current Address: _____
 Former Address: _____
 Maiden Name or Alias (If Applicable): _____ Place of Birth: Ireland
 Date of Birth: _____ Last 6 digits of Social Security Number: _____
 Sex: M Height: 5 ft. 10 in. Race: White Eye Color: Brown
 State Driver's License Number (Include State): _____ ID Theft Index PIN*: _____
 List any other name(s) or dates of birth that appear in DCJIS's database: _____

Mother's Full Maiden Name: Sullivan Father's Name: Michael Johnston

*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identify Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

*****For Official Use Only*****

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable _____ government-issued _____ identification: _____ (List ID Type)

Signature of CORI-Authorized Employee: _____ Date: _____

Name and Position of CORI-Authorized Employee: _____

Éire/Ireland/Írlande
 SAGHÁN/TYPER/TYPO: IRI
 P
 1. ÉILEADH/ID NUMBER/DON: **JOHNSTON**
 2. IARDAIN (SEACHS/WORKSHEET/PRÉDHOIS): **MANUS**
 3. NAISPEARTACHT/NATIONALITÉ/NATIONALITE: **ÉIREANNACH/IRISH**
 4. DATA BÉALOCHT/DATE OF BIRTH/DATE OF ALSCÉANN: **18 MFÓ/SEP 1976**
 5. GEARÁIN/SEX: **M**
 6. ANT BUIOIS/PLACE OF BIRTH/LEO BUIOIS/LEO: **PORT LAIRGE/WATERFORD**
 7. GEARÁIN/DATE OF ISSUE/DATE OF BUIOIS/DATE: **20 LUN/AUG 2021**
 8. AN TÍR/DATE OF EXPIRY/DATE D'EXPIRATION: **19 LUN/AUG 2031**
 9. BUIOIS/ANTHOID/ANTHOID: **Óig vs. Óbanna**
 10. BUIOIS/ANTHOID: **Buiois Átha Cliath**
 11. BUIOIS/ANTHOID: **Passport Office, Dublin**

MASSACHUSETTS
 DRIVER'S LICENSE
 NOT FOR FEDERAL ID
 JOHNSTON
 MANUS

UNITED STATES OF AMERICA
 PERMANENT RESIDENT
 JOHNSTON
 Surname: **JOHNSTON**
 Given Name: **MANUS**
 Category: **[REDACTED]**

Steffani Boudreau

From: Greg Johnston <manusgreg@gmail.com>
Sent: Thursday, February 23, 2023 5:43 PM
To: Steffani Boudreau; Louis Cassis; Tony Blaize; Aidan Johnston; Bob Allen; Tommy Vitolo
Subject: Fwd: Letter of recommendation

----- Forwarded message -----

From: Mike Flynn <flynnmike9@gmail.com>
Date: Thu, Feb 23, 2023 at 1:44 AM
Subject: Letter of recommendation
To: <Manusgreg@gmail.com>

To Whom it May concern

I have known Manus Johnston personally and professionally since 2012. Manus is an extremely dedicated, hardworking, and honest professional. He maintains the highest standards at the Hamilton restaurant. This was exemplified during his tireless efforts throughout the COVID-19 pandemic to implement the most innovative safety guidelines and protocols while preserving an excellent customer experience.

Manus also has an acute sense of community spirit, spearheading a number of charitable initiatives for local veterans and first responders and organizing multiple fundraisers to give back to the local area.

Please feel free to contact me if you need any more information.

Sincerely
Mike Flynn

Steffani Boudreau

From: Steffani Boudreau
Sent: Thursday, February 23, 2023 7:16 PM
To: Steffani Boudreau
Subject: Hamilton's Recommendation

----- Forwarded message -----

From: Paul Epstein <pepstein@brooklineteencenter.org>
 Date: Thu, Feb 23, 2023 at 6:53 AM
 Subject: edited version
 To: <manusgreg@gmail.com>

What a pleasure it is to write this letter on behalf of owner Manus Johnston of Hamilton restaurant as he seeks to renew a liquor license.

In fact, it's a pleasure and a relief to be able to do one small thing for him and the restaurant, after they have done SO much for The Brookline Teen Center and so many other worthy organizations and causes in town. Recently, it got to the point where I was almost embarrassed to ask him for food donations for our fundraiser Poker tournament because they had been supplying so much free grub for our regular "Supper Club" dinners for hungry teen members. Well, not only did they insist that they be the supplier of chicken tenders for our card playing supporters, they refused to take a dime and even brought a second wave of food after the tournament dragged on towards midnight.

I honestly wonder sometimes how Hamilton turns a profit - that's how incredibly generous they are whenever a non-profit group approaches them asking for a donation. And it goes beyond free food. Several of my students at BHS have worked in both the front and back of the house at Hamilton. One particularly precocious teen chef ended up as one of the principal cooks on the line, churning out delicious elevated bar food and more. The welcoming atmosphere and supportive management at Hamilton made his work experience a huge positive in his life. I think he learned more in the Hamilton kitchen and took away more life lessons than he did from four years of high school classes.

As chains like Taco Bell move into Coolidge Corner, it becomes even more important that places like Hamilton are supported and patronized.

Manus just get it. He understands that communities are made more whole when businesses care about residents and their causes. He cares about young people. He cares about educators and civil servants. Hamilton has become the go-to spot for town employees to gather in search of bonding, good times, and great eats. I sincerely hope that the Town of Brookline looks kindly on their application for this permit and finds every way possible to support Manus and this establishment and ensure that it is anchoring that corner of Brookline for many years to come.

Sincerely,

Paul Epstein
 Social Worker, BHS
 Interim Director, Brookline Teen Center

10.A.

Catherine J. Stevens
Regional Director of Operations
Giri Hotel Management

February 1, 2023

To Whom It May Concern:

I have had the opportunity to know Manus Johnston since 2018, as, at the time I was the General Manager of the Courtyard Brookline located across the street from Hamilton Restaurant Brookline.

In the time that I have known Manus, he has been a consummate professional, and has been dedicated to ensuring that his guests receive only the best treatment, safety and quality available.

Manus cares deeply about his community as well, donating time, resources and space to countless charities which support Brookline and their residents.

Manus Johnston is extremely qualified to be the manager of Hamilton Restaurant and Bar, and I highly recommend him.

If you have any questions please contact me directly at 518-506-5612.

Sincerely,

Catherine Stevens

Catherine Jeanne Stevens
Regional Director of Operations
Giri Hotel Management

**ARTICLE 2.1
TOWN MEETINGS****SECTION 2.1.1 CALLING OF MEETINGS**

Every Town Meeting shall be called pursuant to a Warrant which shall state the time and place at which the meeting shall convene and the subjects which shall be acted upon.

SECTION 2.1.2 OPENING OF THE WARRANT

At least fourteen days prior to the opening of the Warrant for the Annual or a Special Town Meeting, the Select Board shall post notices of their intention to do so in at least ten places in the Town and shall notify each Town Meeting Member in writing of the opening date and closing date for submission of Articles to said Warrant and shall publish notice thereof in a newspaper of general circulation throughout Brookline. Such written notification by the Select Board shall be made by mail to the Town Meeting Member's address on file with the Town Clerk's office. No such notification shall be necessary where a Special Town Meeting has been called by a citizen's petition.

In lieu of the above mailing requirement, the Select Board may send the required notice electronically to any Town Meeting Member who so requests.

SECTION 2.1.3 FILING OF ARTICLES

All Articles for insertion in the Warrant for any Annual or Special Town Meeting shall be filed in the office of the Select Board prior to 12:00 noon on the 75th day preceding the scheduled date of the opening session of said meeting. On the 75th day preceding the scheduled date of the opening session of said meeting, the Warrant shall be closed, and as soon as practicable thereafter signed, including only those Articles filed by the 75th day preceding said scheduled date.

SECTION 2.1.4 WARRANT REPORTS FOR ARTICLES

There shall be filed with each Article intended for the Warrant a brief statement or explanation by the proponent. The Select Board shall prepare a report on the Articles in the Warrant to be included in the combined reports described in Section 2.5.2.

ARTICLE 2.5
REPORTS**SECTION 2.5.1** **SPECIAL COMMITTEE REPORTS**

All special committees created by a Town Meeting or the Moderator shall make a report of their findings and recommendations by filing a signed copy thereof with the Town Clerk. Forthwith upon the filing of any such report, the Town Clerk shall cause copies thereof to be delivered or mailed to the Moderator, the Select Board, and the Advisory Committee, and to every other elected officer, Town Meeting Member and appointed officer who requests a copy of the report.

In the absence of a final report, each such committee shall annually, at least thirty (30) days before the start of the Annual Town Meeting, file with the Town Clerk an interim report of its doings, and the Town Clerk shall cause one copy of the same to be printed and mailed out with the combined reports called for in Section 2.5.2 of this Article.

In lieu of the mailing requirement in paragraph 1 above, the Town Clerk may, at the request of any person listed above send the report(s) electronically.

SECTION 2.5.2 **COMBINED REPORTS**

The explanation and relevant data submitted by the petitioners for a petition article shall be included, together with article, in the combined reports. The Select Board and the Advisory Committee (or in the alternative to the full Advisory Committee a subcommittee of the Advisory Committee) each shall hold at least one duly noticed public hearing prior to a final vote of the Select Board or the Advisory Committee, as the case may be, on any article in the Warrant. The Select Board and the Advisory Committee shall prepare written reports, stating their recommendations and the reasons therefor, for all articles in the Warrant for a Town Meeting. The reports shall be included in the combined reports to be delivered or mailed as follows:

12.A.

The Select Board shall cause one copy of the combined reports to be delivered or mailed not later than the seventh day prior to each special Town Meeting and not later than the fifteenth day prior to the start of each Annual Town Meeting, to the residence of every elected officer, Town Meeting Member and member of the Advisory Committee, and to the residence of every appointed officer, resident, real estate owner and town employee who requested, in writing, a copy of that combined reports. The combined reports shall contain each article in the warrant for such Town Meeting followed by the report of the Select Board on such article and then the report of the Advisory Committee on such article and every report made, not later than the twenty-second day prior to such Town Meeting and after the twenty-second day prior to the previous Town Meeting, by a Special Committee created by a Town Meeting or the Moderator.

The Combined Reports shall include, with each recommendation of the Select Board, a roll-call showing the vote of each member; and shall include, with each recommendation of the Advisory Committee, a statement of the number of members voting for and against the recommendation and the date of the vote. When a minority report is presented, the Combined Reports shall identify the members supporting the minority report.

The report of the Select Board on the article at an Annual Town Meeting providing for termination and close-out of prior special appropriations shall include a statement from the Comptroller listing each account for such an appropriation as falls within the scope of the article, the purpose of the appropriation, and the unexpended balance as of the last day of March in the year of said Annual Town Meeting.

SECTION 2.5.3 PERMANENT RECORD OF REPORTS

Copies of each report described in Section 2.5.1 and the combined reports described in Section 2.5.2 shall be kept permanently in the office of the Town Clerk and for at least five years, after its publication, in the Public Library and every Branch thereof, available for inspection by all interested persons.

TOWN OF BROOKLINE



Article 3.22

The Public's Right To Be heard On Warrant Articles

ARTICLE 3.22

THE PUBLIC'S RIGHT TO BE HEARD ON WARRANT ARTICLES

Any committee as defined in section 1.1.4, before taking its first or only vote with respect to an Article on the Warrant, must hold a duly noticed public hearing with respect to the Article, and the committee's permanent record must record that a duly noticed public hearing with respect to such Article occurred before such vote.

Due notice of the public hearing shall be satisfied if the due notice complies with the Open Meeting Law (G.L. C. 30A, secs. 18 et seq.) and By-law 3.21.3(a).

The vote may take place at any time or date after the completion of the duly noticed public hearing.

This Article shall not apply to the plenum of the Advisory Committee or School Committee, provided a subcommittee of those bodies assigned to review and report to the full Committee on a warrant article complies with the by-law by holding a duly noticed public hearing before any vote on said warrant article.

Application Form

Profile

Brooke

First Name

Duskin

Middle Initial

Last Name

Email Address

Home Address

City

Suite or Apt

State

Postal Code

What Precinct do you live in? *☒ Precinct 1

Primary Phone

Which Boards would you like to apply for?

Building Commission: Submitted

Interests & Experiences

What type of experience can you offer this Board/Commission?

I am a licensed professional civil engineer with a background in building envelope design and consulting. I worked at an engineering firm for 6 years before transitioning to construction and real estate project management. I currently work as a development manager for a real estate firm.

What type of issue would you like to see this Board/Commission address?

I would like to see this commission focus on a proactive approach to the maintenance of our public buildings. A large part of my engineering work focused on rehabilitation of existing buildings and I've seen first hand how issues escalate when maintenance is deferred. I would love the opportunity to contribute to this commission's work and help make sure Brookline's buildings continue to work well for the town's residents.

Are you involved in any other Town activities?

Not yet but I would like to be!

Do you have time constraints that would limit your ability to attend one to two meetings a month?

I am able to commit to attending one to two meetings a month.

[Duskin_Resume.pdf](#)

Upload a Resume

Demographics

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

Ethnicity

☒ Caucasian/Non-Hispanic

Gender

☒ Female

11/28/1992

Date of Birth



Brookline, MA

Building Commission**Board Roster****Karen Breslawski****1st Term** May 02, 2021 - Aug 31, 2023**Email** karenbski@gmail.com**Appointing Authority** Select Board**Janet Fierman****2nd Term** Sep 01, 2021 - Aug 31, 2024**Email** jfierman@rcn.com**Appointing Authority** Select Board**Position** Chair**Nathan Peck****1st Term** May 01, 2020 - Aug 31, 2024**Email** npeck@kaplanconstructs.com**Appointing Authority** Select Board**George Cole****2nd Term** Aug 31, 2022 - Dec 01, 2025**Email** gcolebrookline@gmail.com**Appointing Authority** Select Board**Vacancy**